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## The Solicitors' Journal.

LONDON, MAY 19, 1877.

### CURRENT TOPICS.

In the course of the argument of a case of *Butler v. Butler*, before Mr. Justice Fry on Saturday last, the question arose how the accounts should be taken under the decree, if a decree were made, the learned judge having no chief clerks. His lordship intimated that the cause might be re-transferred to the list of Vice-Chancellor Mairns, from whose list it had been transferred to him, and the accounts could then be taken in the chambers of the Vice-Chancellor.

We HAVE FREQUENTLY REFERRED TO the commission which was appointed some time ago to report on legal offices. A standing commission on law and justice generally was appointed by the Judicature Act of 1873, s. 75, with the obligation to meet and report annually, but of their meetings or their "annual report" we have heard nothing. The section directs that "a council of the judges of the Supreme Court . . . shall assemble once at least in every year . . . for the purpose of considering the operation of this Act and of the rules of court for the time being in force, and also the working of the several offices and the arrangements relative to the duties of the officers of the courts." And, proceeds the section, "they shall report annually" to a Secretary of State what, if any, alterations it would, in their judgment, be expedient to make in the Act, and what other provisions, if any, which cannot be carried into effect without the authority of Parliament it would be expedient to make for the better administration of justice." Two questions arise on the construction of this section: (1) when does it come into operation, and (2) whether the presentation of a report is obligatory in the possible event of the judges coming to the conclusion that all necessary changes can be made through the means of rules of court. As to the time of the enactment coming into operation, the 75th section, with the rest of the Act of 1873, commenced on the 1st of November, 1875, and, according to a strict construction, both the council ought to have been held and the report presented some day between the 1st of November, 1875, and the 1st of November, 1876. There is no provision in the Act as to publishing the report, so that it is possible that the document may be reposing at the Home Office. It might be argued, however, that the meeting is intended to be one year and the report in the year succeeding it. It is not expressly enacted that the report is to be in the same year as the meeting, and a meeting held before a sufficiency of topics to discuss would not be of much use. On the whole we think that both the meeting and the report were intended to be in the same year, and that the first meeting was intended to be held in the year 1876. With regard to the second question it is clear that the meeting is compulsory, but it seems that the obligation to report does not arise unless the council of

judges should think that some changes ought to be made.

A MOTION which was refused in the Queen's Bench Division on Tuesday affords a good illustration that the maxim "no wrong exists without a remedy" is not universal in its operation. It seems that an appeal against a conviction by justices for carrying on a manufacture so as to be a nuisance was entered at the sessions, and heard by the recorder of the borough in January last for two days. At that stage it was agreed, to suit the convenience of the parties and counsel engaged, that the hearing should be adjourned; and it was accordingly adjourned formally for a week, on the understanding that it was to be resumed when both sides were ready to proceed. At the expiration of this period it was again adjourned by the clerk of the peace and the mayor, in the absence of the recorder; and this was repeated more than once. Apparently, however, through some misapprehension between the clerk of the peace and the appellant's solicitor, it was not done often enough, and on the day last fixed for hearing the appeal, no formal steps for its adjournment were taken. When the case came before the recorder again at the next sessions both sides were most anxious to proceed, as expensive witnesses had been called, and a large amount of costs already incurred; but the recorder was compelled to declare himself *functus officio*, and he refused to proceed. The appellant moved the Queen's Bench Division on Tuesday for a *mandamus* to compel the recorder to enter a continuance and hear the appeal, but the court, while acknowledging the extreme hardship of the case, declared itself unable to afford any assistance. It would seem, indeed, that, without obtaining a private Act of Parliament, the appellant would have no means of effecting his object, though the respondents were as anxious as he was that the matter should be determined. No *mandamus* would lie in such a case to the recorder, who had no option but to take the course he did; and as the conviction was perfectly good on the face of it—the appeal having been against the merits—no *certiorari* would lie to bring it up to the superior court. The consequence is that both sides are saddled with their costs—in this particular case unusually heavy in amount—and the conviction, which must seriously interfere with the carrying on of the appellant's business, stands without there being any means of questioning it. Such a result must be regarded as a failure of justice, and it is much to be regretted that the good wishes of the Queen's Bench Division, and of both the litigants, should find such a technical obstacle insuperable. Technicalities have, by recent legislation, been robbed of much of their terrors in the superior courts; but practice at quarter sessions still abounds with traps and pitfalls, out of which an unwary litigant can find no easy escape.

IT MAY BE USEFUL to note the effect of the Chancery Registrars' recently issued notice (*ante*, p. 486) upon ord. 41, r. 1. Hitherto, under that rule, "the party entering the judgment" has been required to "deliver to the officer a copy of the whole of the pleadings in the action"—such delivery being, in fact, in addition to the previous delivery (under ord. 36, r. 17, as amended by r. 14 of the Rules of December, 1875) of two copies, one of which is "for the use of the judge." We are informed that observance of the notice referred to will henceforth render unnecessary the delivery of a further copy of the pleadings under ord. 41, r. 1. For the notice in question works thus:—The two copies required by ord. 36, r. 17, are, as to cases already entered for trial, to be left with the registrar (at the seat of one of the bagbearers) before the case will be put in the paper for hearing or trial, and, as to all other cases, at the time when the action is entered for trial. The registrar will hand over one of such copies "for the use of the

judge," and the other to the Clerks of Records and Writs to be filed. So that, as stated above, it will henceforth be unnecessary for the solicitor to file with the Clerks of Records and Writs any copy of the pleadings under ord. 41, r. 1, at the time when the judgment (after trial) is being passed and entered. The foregoing observations do not, of course, apply in cases where judgment is being drawn up after trial had before the notice in question was issued.

MAY WE BE ALLOWED to recall a few words from one of Lord Bacon's essays which, we think, must have passed out of memory in certain judicial quarters? "Patience and gravity of bearing is an essential part of justice; and an over-speaking judge is no well-tuned cymbal. It is no grace to a judge first to find that which he ought to have heard in due time from the bar; or to show quickness of conceit in cutting off evidence or counsel too short, or to prevent information by questions, though pertinent. The parts of a judge in hearing are four: to direct the evidence; to moderate length, repetition, or impertinency of speech; to recapitulate, select, and collate the material points of that which hath been said; and to give the rule of sentence. Whatsoever is above these is too much, and proceedeth either of glory and willingness to speak, or of impatience to hear, or of shortness of memory, or of want of stayed and equal attention. . . . Let not the counsel at the bar chop with the judge, nor wind himself into hand'ing of the cause anew after the judge hath declared his sentence; but on the other side, let not the judge meet the cause half way, nor give occasion to the party to say his counsel or proofs were not heard." Who, looking into certain courts to-day, would say that these admonitions have become unnecessary? Desultory conversation, frequent interruption, and bickerings over immaterial matters are a growing evil, and have a good deal to do with the state of the cause lists in some of the courts of first instance.

A CANADIAN CORRESPONDENT forwards us a postcard, which shows, he says, how the bar in that country is descending. On the back of the card is the address of a "Solicitor in Chancery and Surrogate Court, Attorney and Conveyancer," and the following statement of the various functions of this versatile gentleman:—"Farms bought and sold; Loans negotiated on all kinds of property. Marriage Settlements, Wills, Trusts, and Insolvency made specialties. Houses and Lots rented and to rent, bought and sold. Stocks: Dominion and Banks. Funds: Current and Uncurrent. Debentures: Dominion and Municipal. Insurance: On Life and against Fire. All dealt in a shade above central rates. Agent for Foreign Bequests and Claims in all parts of the world, especially the United Kingdom." And the announcement winds up: "N.B.—Agent for Bunker's Deep Well and Force Pumps."

THE NEW ORDER as to official referees' fees, which we print in another column, rescinds, as to all matters, questions, or issues which shall be referred to an official referee from and after the 24th ult., the order as to the fees to be taken by the official referees made on the 1st of February, 1876, and reduces the fee to be taken by the official referee in respect of all matters referred to him by any order to £5 for the entire reference, irrespective of the time occupied. But it would seem that if ever such a remarkable event should occur as the trial of an action before an official referee under ord. 36, rr. 2, 3, the old scale will apply.

#### THE FOLKESTONE RITUAL CASE.

The long-expected judgment in *Clifton v. Ridesdale*, delivered last Saturday, will not satisfy the extreme members of either the High or the Low Church party. The Ritualist will rejoice that he may consecrate with his back to the congregation, but his joy will be dashed by the sad consideration that his back may not be adorned with chasuble and alb, but must be decked or disfigured by the surplice only. He will be puzzled, too, by the opinion of the judges that the communicants, or some of them, must see the breaking of the bread during the prayer of consecration. The Low Churchman, on the other hand, will rejoice that the crucifix is to go the way of other "monuments of superstition"; but he, too, has to bear a disappointment. The "eastward position" is practically legalized, and it is, moreover, ruled that bread, so long as it is such bread as is usual to be eaten, may be used in the shape of a wafer.

Although, however, the judgment will not give unanimity, it will still, we are disposed to think, give general satisfaction. It will, at all events, settle finally the question of the proper construction to be placed on the famous ornaments rubric. Few questions have ever elicited so many contrary opinions, and, we may add, contrary opinions from individuals of the highest eminence. The earliest in order, we believe, was one signed by Sir F. Thesiger and Dr. Deane in 1857 in favour of the vestments. Secondly, we have the well-known and elaborately-reasoned opinion of Sir Hugh Cairns, Sir Roundell Palmer, Mr. Mellish, and Mr. Barrow (May, 1866), according to which the vestments, that is to say, the alb, chasuble, and cope, cannot lawfully be used. Opposed to this, is the opinion taken in the same year (1866) by the English Church Union, and agreed to by Sir Robert Phillimore, Sir Fitzroy Kelly, Sir W. Bovill, Mr. W. M. James, Dr. Deane, Mr. Coleridge, and Mr. Hannen, and others; we only name those who have since attained either judicial rank or some official position. All these learned persons were of opinion that the vestments mentioned in the first prayer-book of Edward VI. (*i.e.*, those "in use" in the second year of that Sovereign's reign) might lawfully be used. The same conflict of opinion appears in the judicial decisions and *dicta* on the subject. Thus in *Westerton v. Liddell* (Moore's Report), Dr. Lushington, as judge of the Consistorial Court of London, held that the rubric clearly authorized all ornaments in use in the second year of King Edward VI., and in the same case, on appeal, the Judicial Committee laid down the proposition that "the same dresses which were used under the first Prayer-book [*i.e.*, in the second year] of Edward VI. may still be used" (Brooke, *P.C. Judgments*, p. 53). This proposition was reiterated in *Martin v. Mackonochie* (Brooke, p. 128), and was treated by Sir R. Phillimore, in *Elphinstone v. Purchas* (L. R. 3 A. & E. 66), as so clear that no person of "plain common sense and ordinary intelligence" could reject it. But on appeal in that case *sub nom. Hebbet v. Purchas* (Brooke, p. 162) the Judicial Committee did hold—we must suppose owing to their extraordinary intelligence and uncommon sense—that the ornaments rubric authorized the surplice only, inasmuch as between the years 1549 (the second year of Edward VI.) and 1662 (the date of the present rubric) all other vestments had not only been disused, but, by virtue of certain advertisements duly published in the seventh year of Elizabeth's reign, had been made absolutely illegal. And if these advertisements had the force of law it must be admitted that there is much difficulty in adopting the construction of the rubric contended for by the Ritualists. For the words of the rubric are these:—"Such ornaments of the Church and of the ministers thereof at all times of their ministration shall be retained and be in use as were in this Church of England by the authority of Parliament in the second year of the reign of King Edward VI.;" and it is

obvious that the language used, although apt to "retain" what was then legal, is inapt to "restore" what had become illegal.

*Hebbert v. Purchas*, however, was only argued on the promoters' side, and not unnaturally an *ex parte* decision of four judges only, one of whom, Lord Chelmsford, had—as Sir F. Thesiger—given a contrary opinion when at the bar, caused deep dissatisfaction. The Ritualists indignantly asked why more respect was to be paid to these four judges, two of whom, moreover (the Archbishop of York and Bishop of London), were ecclesiastics known to have no leaning towards Ritualism, but rather the reverse, than to the opinions of seven eminent lawyers, of Dr. Lushington, and of the Judicial Committee itself in *Westerton v. Liadell*; and the dissatisfaction was increased by the discovery of many grave historical blunders into which their lordships had unquestionably fallen. It was accordingly determined that the decision should, if possible, be reviewed, and after the lapse of some years a suitable opportunity offered itself in the case of Mr. Ridsdale. But the result of his appeal upon this point is to confirm the decision, and in one respect the reasoning, in *Hebbert v. Purchas*, and, as Lord Justice James was a member of the court and was present when judgment was delivered, we presume that his views, like Lord Chelmsford's, have been altered. In 1866 he wrote that he was "really unable to bring his mind to entertain a doubt upon the subject." The decision just arrived at seemed then to him to be "a most unnatural interpretation, and the most violent implication." We are unable to say whether the Lord Chief Baron and Sir R. Phillimore shared in the conversion of Lord Justice James, but their absence when the judgment was delivered was significant. It may be gathered, perhaps, from that circumstance that they retain their original opinions. The absence of Lord Justice Amphlett can be accounted for by his illness, but it has been confidently stated that he also dissented from the judgment of the majority.

We have so frequently commented upon the question of the construction of the rubric that it is not our intention again to do so at any length now. But it seems to us that the Committee, if they were to adopt what does seem *prima facie* an unnatural interpretation, have acted wisely in resting their decision entirely on the advertisements of Elizabeth. There is, indeed, strong evidence that those advertisements never had the authority required by 1 Eliz. c. 2, s. 25; but, on the other hand, there is strong evidence to the contrary, which our readers will find clearly set forth in Mr. Droop's able work on the "Edwardian Vestments." The matter is one of fact, and, sitting as judges of fact as well as law, the Committee have found as a fact that they were properly promulgated. When once the authority of the advertisements is conceded, the conclusion almost necessarily follows that the only lawful vestment is the surplice, and this conclusion has the advantage of being in harmony with a usage of nearly three hundred years.

The other questions involved in the appeal have not been decisively disposed of as the first. With regard to the crucifix, it is held, under the circumstances, to be "liable to abuse," and therefore illegal. But the decision does not go the length of saying that under no possible circumstances can a crucifix ever be legal, though no doubt it goes a long way towards establishing that proposition. As to the "wafer," their lordships pronounce that "wafer," as distinguished from bread, is illegal, but that "wafer bread," or bread in wafer shape, is legal. Lastly, they concede to the minister the right of standing during the prayer of consecration at the west side of the table, but so that some of the communicants can see the "manual acts." This condition can easily be satisfied in most churches without any change in the position of the celebrant, and we are disposed therefore to think that the decision will prevent any further attack on the "eastward position." It is worth

notice, also, that the judgment distinctly lays down that the present position of the table itself at the extreme east end of the church is lawful. Dr. Stephens had elaborately argued that at the Communion time the table should be moved, and there are words in the rubric at the beginning of the Communion service which warrant the contention. But the Committee refused assent to the argument, holding that, though the table might be moved, it might also be left where it usually stands.

Thus, with neither side able to claim a complete victory, there is practically an end to the long controversy as to the ceremonial code of the Church. It is scarcely possible that any further points of dispute about external observances can arise beyond those dealt with in the cases of Mr. Mackonochie, Mr. Purchas, and Mr. Ridsdale; and it is fortunate that the catalogue is closed.

#### VALUABLE CONSIDERATION FOR POST-NUPITAL SETTLEMENT.

LORD TALBOT said the court "would not weigh considerations in diamond scales" (see 2 Wils. 358); and his successors have so steadily adhered to this doctrine that we have now at last the authority of the Court of Appeal, in *Teedale v. Braithwaite* (25 W. R. 546), for the proposition that "any consideration, however small, will be sufficient to prevent the statute, 27 Eliz. c. 4, from applying"; the same reason for the rule being given by Sir William Grant (*Buckle v. Mitchell*, 18 Ves. 100) and by Lord Justice James—viz., that the law which enables a man who has executed a voluntary settlement to sell the estate as if he had done nothing at all with it, is unreasonable. As several recent cases have drawn attention to the matter, it may be well to glance at the present condition of the law as it affects the consideration for post-nuptial settlements.

The general principle which has been established in the course of a long series of cases with reference to the nature of the consideration of a settlement is not very easily stated in positive terms. It has been held by Vice-Chancellor Malins that it is not sufficient merely that some liability is imposed on the grantee. In *Rosher v. Williams* (23 W. R. 561, L. R. 20 Eq. 210), a covenant by the grantee to build a house on part of the estates conveyed by a voluntary deed conveying the whole property of the grantor was held to raise no consideration, for, as the Vice-Chancellor put it, "the covenant can be of no pecuniary advantage to the grantor, because, if he has conveyed away the fee simple of his property, it can be of no consequence to him whether the house is built upon it or not. It may be a matter of fancy or gratification to him that it should be so, but if the grantee simply contracts that he will build a house on his own property, and he omits to do so, what advantage has the grantor? If he had said that unless the house were built the deed shall be void, and had reserved a power of re-entry on that event, that would have been a different thing." But it is difficult to see how, consistently with the cases to which we shall refer below, the principle that the consideration must be a pecuniary advantage to the settlor can be maintained; it is, at any rate, plain that no personal benefit need accrue to him (*Thompson v. Webster*, 4 D. G. & J. 600).

The act constituting the consideration must be the result of some sort of bargain between the person from whom the consideration moves and the settlor. The questions to be asked are: (1) Did the agreement to do the act lead the settlor to make the settlement? and (2) Was the act done upon the understanding that the settlement would be made? (*Bayspole v. Collins*, 19 W. R. 363, L. R. 6 Ch. at p. 234). But it is not necessary that the bargain should be stated in the settlement, it may be shown *alibi* (*Bayspole v. Collins*). The act, moreover, need not be actually done before the settlement is executed; it is sufficient if the

expectation of it is shown to be the foundation of the settlement. And it would seem that it is not even necessary that the precise nature or terms of the agreement should be determined before the settlement is executed (see *Townend v. Toker*, 14 W. R. 806, L. R. 1 Ch. at p. 460). The amount of the benefit, resulting to the settlor from the agreement is immaterial—an advance to the settlor of £150 on a promissory note, which might be called in next day, has been held to constitute a consideration for a settlement of an estate worth about £1,300 (*Bayspole v. Collins*).

But with all this laxity as to the nature of the consideration, it is necessary that the act which is to operate as a consideration should produce some change in the position of the person from whom the consideration is alleged to move. There must be a giving up of something which could otherwise have been claimed, or no consideration will be raised. Thus, in *Currie v. Nind* (1 M. & Cr. 17), the concurrence of the husband in a settlement of the wife's property was not needed, and, as he gave up nothing by concurring in the settlement, it was held to be voluntary. On the same principle it would seem that in the case of women married since the Dower Act the release of dower will no longer operate as a consideration on a settlement of the husband's property.

We may now consider the cases in which these principles have been applied to the case of post-nuptial settlements. It has long been settled that the concurrence of the wife in destroying an existing settlement on her is sufficient consideration to support a subsequent settlement; "for it shall not be presumed that the wife would have parted with her estate by the old settlement unless the baron would make the same provision for her and her issue by the new" (*Scot v. Bell*, 2 Lev. 70.) So the release of dower by a wife, under the old law, was considered a sufficient consideration to support a settlement of the property of the husband (see *Jones v. Boulter*, 2 Cox, at pp. 294, 296.) The wife may also, so to speak, buy the settlement by mortgaging her separate property in favour of her husband, or concurring with her husband in mortgaging an estate in which she has an interest (see *Whitbread v. Smith*, 3 D. G. M. & G. 727; *Carter v. Hind*, 22 L. T. 116). Or a third person may in a similar way buy the settlement (*Ford v. Stuart*, 15 Beav. 493). Of this the covenant by the trustees in a deed of separation to indemnify the husband against the wife's debts is a familiar instance (*Stephen v. Olive*, 2 Bro. C. C. 90).

The cases in which the greatest doubt has arisen have been those where the alleged consideration consists of the mere giving up of some pre-existing interest of husband or wife, and it is here that the increasing vigilance of the court in searching for any minute consideration may be discerned. In the very recent case of *In re Foster and Lister's Contract* (25 W. R. 553), the husband, before the settlement was executed, was "entitled to his estate by the courtesy, and, subject to that estate, the wife was entitled in fee; she had absolute control over the disposition of the property, except that she could not sell any part of it during her husband's life without his consent." What, then, the Master of the Rolls asked, was the effect of the settlement? The husband gave up his estate by the courtesy and his power to prevent alienation by his wife; the wife reduced her estate in fee into an estate for life, with a power of appointment; they each gave up something, and therefore the settlement was not voluntary. This decision appears to be in accordance with the rule which has now been established, and to which, as we have before said, the Court of Appeal, in *Teesdale v. Braithwaite* (25 W. R. 546) has lent its authority—that any consideration will prevent the statute from applying. But we venture to think the learned Master of the Rolls, in his criticism of the decision of his predecessor

in *Butterfield v. Heath* (15 Beav. 408), has himself fallen into an error. He says that the husband in that case gave up his estate by the courtesy, and also his right of controlling the alienation of the property, and, therefore, that "he did give value." But can Sir George Jessel have considered that, if the husband gave up his tenancy by the courtesy, he acquired by the settlement the first estate for life, and a joint power of appointment with his wife? He got, in fact, more under the settlement than he had before; the first estate for life instead of an estate after the death of his wife, and a power of appointment instead of a mere right to refuse to concur. What value, then, did he give? What the wife in that case may have given up is another question; and it may be that on that ground the decision cannot be supported. But the important point to notice is that, as the law is now established, any settlement which curtails in any way the rights in the settled property either of the settlor or of the other spouse will be deemed to be made for valuable consideration.

## General Correspondence.

### SECTION 15 OF THE SUCCESSION DUTY ACT.

[To the Editor of the *Solicitors' Journal*.]

Sir,—I do not know whether the attention of those of your readers who are interested in conveyancing points has been called to the decision of the Master of the Rolls in *Cooper and Allen's Contract for Sale to Harlech* (25 W. R. 301, L. R. 4 Ch. D. 802); if not, the following remarks may be of interest.

The portion of the judgment to which I would draw attention is the latter part (p. 824), relating to the meaning of the words "or by any title not conferring a new succession," as contained in the 15th section of the Succession Duty Act. His lordship first explains that the words "not conferring a new succession" must be considered to apply to the word "alienation" as well as to "any title." As to the reason for so doing, I take it the report is incorrect where the judge is reported to have said: "It would be very difficult to say what title there could be conferring a new succession, if not an alienation," inasmuch as just afterwards he says: "Of course all new successions take place either by death, devolution, or alienation." Now I submit that the word "alienation" is here really used in its ordinary acceptation, that is, as meaning alienation by way of *sale*, and, therefore, that it would be nearer the mark to say that it is difficult to see how anything which can be called an alienation can possibly, having regard especially to the Master of the Rolls' decision in *Fryer v. Morland*, confer a new succession. However, it comes to the same thing, either an "alienation" cannot confer a new succession, or, if it can, then such kind of alienation is expressly excluded. Now, applying the provisions of the 15th section, as so explained, to the facts of the case in question, can there be any doubt that, on the purchase thereof by Cokburne, the succession of Mr. Mostyn (the remainderman) became vested by alienation (not conferring a new succession) in the purchaser? The case seems the very one pointed at by the 2nd clause of section 15. The succession had, before the successor had become entitled thereto in possession, become vested by alienation, not conferring a new succession, in another person. This being so, the Act says: "Then the duty payable in respect thereof (i.e., the succession) shall be paid at the same rate and time as the same would have been payable if no such alienation had been made," and, it may be added, "as if the successor had come into possession" (see *Solicitor-General v. Law Reversion and Interest Society*, L. R. 8 Ex. 239). Thus the duty having become a charge on the property by virtue of the general provisions of the Act, and is

being expressly enacted by section 15 that the duty *shall be paid* under the circumstances which took place, how can the death of the purchaser before that of the tenant for life under the original settlement possibly make any difference? His lordship is reported to have said, "but the purchaser dies and there is then a title undoubtedly conferring a new succession." No doubt there is then another succession, but it is quite independent of the transfer of the original succession, so as to vest the latter in a person other than the original successor. All the 15th section says is—if, before the successor shall have become entitled in possession, the succession shall have become vested, &c. The Act does not say, "continue to be so vested up to the time when the duty becomes payable." This, however, is what the Master of the Rolls seems to assume in order, as his lordship says, to avoid holding double duty to be payable. Now, as to double duty, the duty on the original succession was a charge subject to which Cokburne purchased, and he no doubt allowed for it in estimating the amount he would give. His lordship admits that if Lord Mostyn had died in Cokburne's lifetime this duty would have been payable. Suppose such to have been the case, and that Cokburne had lived any number of years after, and then died devising the property to his son, could there have been any doubt about the son being liable to duty on his succession, or would there have been any hardship in so holding? In no case would the purchaser pay what can be called double duty. Then it is difficult to see how the 14th section of the Act can have any bearing on a case where the succession is transferred by alienation.

One would have thought the case must have been held to be within the 15th section or not, but the decision is, that duty is payable either on the original or new succession according as the tenant for life or the purchaser died first. In this instance the rate of duty, as it happened, would have been the same, but cases might happen where the difference in amount would be considerable, and by being prompt in creating a new succession, a purchaser might gain a considerable advantage.

It would be satisfactory to persons becoming purchasers under similar circumstances in future to know what the authorities at Somerset House think of the above decision. In the meantime it will not render the construction of the Act any easier to

A CONVEYANCER.

#### THE SOLICITORS' EXAMINATION BILL.

[To the Editor of the *Solicitors' Journal*.]

Sir,—With reference to the proposed new *Solicitors Act*, set out *ante*, p. 522, I would suggest that section 11, enabling judges to grant exemptions from preliminary examination, be altogether omitted. Why should such a power be given unless some restriction be placed on its exercise? At present there seems to be little difficulty in the "ten-year men" obtaining exemption, and this, I think, ought not to be so. There was some excuse for the practice when the preliminary examination was first imposed, but lapse of time has surely rendered this reason untenable, and now all intending articled clerks should be treated alike.

A COUNTRY SOLICITOR.

The second reading of the Forfeiture Relief Bill in the House of Lords is appointed for the first sitting day after the recess at Whitsuntide.

Petitions in favour of the High Court of Justice (Costs) Bill from the Wakefield Law Society, and the Wakefield Chamber of Commerce, were presented to the House of Lords on the 15th inst.

#### New Orders, Etc.

##### OFFICIAL REFEREES FEES.

THE SUPREME COURT OF JUDICATURE ACTS, 1873 AND 1875.

*Order as to the Fees to be taken by the Official Referees.*

The Right Honourable Hugh MacCalmont, Baron Cairns, Lord High Chancellor of Great Britain, with the advice and consent of the under-signed judges of the Supreme Court, and with the concurrence of the Commissioners of her Majesty's Treasury, doth hereby, in exercise of the powers for this purpose given by the Supreme Court of Judicature Act, 1875, and of all other powers and authorities enabling him in this behalf, rescind, as to all matters, questions, or issues which shall be referred to an official referee from and after the date hereof, the order as to the fees to be taken by the official referees made on the 1st day of February, 1876, and doth order and direct as follows:—

From and after the date hereof, the fee to be taken by an official referee attached to the Supreme Court, in respect of all matters, questions, or issues referred to him by any order, shall be the sum of £5 for the entire reference, irrespective of the time occupied, which sum shall be paid before the reference is proceeded with.

Every such fee shall be collected by means of a stamp or stamps to be affixed to the appointment paper or summons issued by the official referee for appointing the time and place for proceeding with the reference.

Where the sittings under a reference are to be held elsewhere than in London, a convenient place in which the sittings may be held shall be provided to the satisfaction of the official referee, by and at the expense of the party proceeding with the reference; and there shall be paid, in addition to the above fee of £5, £1 1s. 6d. for every night the official referee, and 1s. for every night the official referee's clerk, is absent from London on the business of the reference, together with the reasonable expenses of their travelling from London and back.

A deposit on account of expenses may be required before proceeding with the reference, or at any time during the course thereof; and a memorandum of the amount deposited shall be delivered to the party making the deposit.

The fees and expenses and deposit (if any) hereby authorized in respect of any reference shall be paid in the first instance by the party proceeding with the reference.

The official referees shall conform to all regulations that may be made from time to time by the Treasury for the accounting for all moneys received by them.

Dated this twenty-fourth day of April, one thousand eight hundred and seventy-seven.

CAIRNS, C.  
JNO. MELLOR.  
ROBT. LUSH.  
HENRY MANISTER.

We certify that this order is made with the concurrence of the Commissioners of her Majesty's Treasury.

J. D. H. ELPHINSTONE.  
Row. WINN.

This is the way in which an American legal journal speaks of a member of the bar:—"The Hon. A. H. Stephens has entirely recovered from his recent illness, though he hardly looks a well man. Naturally small, he has wasted, withered, and shrivelled, until in weight and size he is a feeble child. His face is of a yellow ivory tint, seamed and crossed with a net-work of fine wrinkles, but his little blue eyes have a snap and light of their own that sickness cannot destroy. He made a singular figure in the Supreme Court the other day, arguing before that august body seated in his arm-chair."

## Cases of the Week.

**LEAVE TO APPEAL AS TO COSTS ONLY—REFUSAL BY JUDGE OF HIGH COURT—POWER OF COURT OF APPEAL—QUESTION OF PRINCIPLE—JUDICATURE ACT, 1873, ss. 19, 49—ORD. 55; ORD. 58, R. 2.—**On the 15th inst., in a case of *Taylor v. Eckersley*, Russell Roberts applied *ex parte* to the Court of Appeal for leave to appeal from a judgment of Bacon, V.C., as to costs only. The application had been already made to the Vice-Chancellor, and had been refused by him. The action was to compel the defendant Eckersley to perform an agreement to give the plaintiff a mortgage of some chattels. Directly after the writ was issued the defendant Eckersley filed a liquidation petition, and the trustee in the liquidation was afterwards added as a defendant, and he resisted the action. The Vice-Chancellor gave judgment in the plaintiff's favour, and ordered that he should add his costs to his security. The security was insufficient, and the plaintiff contended that an order for costs ought to have been made against the trustee personally, and on this ground leave to appeal was asked. Russell Roberts submitted that this was a question of principle, and not a mere matter of discretion. The court (Lord Coleridge, C.J., and James and Baggallay, L.J.J.) doubted whether leave to appeal could be given *ex parte*. But they said that by section 49 the power of giving leave was conferred on the judge whose order it was desired to appeal from, and the Court of Appeal had no power to interfere. And, if the question was one of principle, section 49 did not apply, but the appeal could be brought without any leave.

**APPEAL—DISMISSAL—FAILURE TO GIVE SECURITY FOR COSTS—ORD. 58, R. 15.—**On the 16th inst., in a case of *Vale v. Oppert*, application was made to the Court of Appeal that an appeal which had been presented by two of the defendants might be dismissed, on the ground that they had failed to comply with an order that they should give security for the costs of the appeal. The order was made on the 11th of January, but it did not (as is now generally done) fix any time within which the security was to be given. The court (Lord Coleridge, C.J., and James and Baggallay, L.J.J.) held that the defendants had had ample time for complying with the order, and dismissed the appeal, with costs.

**MARRIED WOMAN—EARNINGS OF BUSINESS CARRIED ON SEPARATELY FROM HUSBAND—STOCK-IN-TRADE OF BUSINESS CARRIED ON AT TIME OF MARRIAGE—MARRIED WOMEN'S PROPERTY ACT, 1870, s. 1.—**An important question as to the effect of the Married Women's Property Act of 1870 was decided by the Court of Appeal on the 17th inst. in a case of *Ashworth v. Outram*. Section 1 of the Act provides that "The wages and earnings of any married woman acquired or gained by her after the passing of this Act in any employment, occupation, or trade in which she is engaged or which she carries on separately from her husband, and also any money or property so acquired by her through the exercise of any literary, artistic, or scientific skill, and all investments of such wages, earnings, money, or property, shall be deemed and taken to be property held and settled to her separate use, independent of any husband to whom she may be married." The action in *Ashworth v. Outram* was for the administration of the estate of a man who died in August, 1874, intestate, the plaintiffs being his next of kin. He had in April, 1874, married a woman who had for some years previously been engaged in carrying on alone a business of making preserves. After the marriage she, with the assent of her husband, continued to carry on the business as before the marriage independently of him, carrying it on, in fact, in her maiden name. She was the defendant in the action, and she claimed to be entitled to the capital and stock-in-trade employed in the business at the time of the marriage and remaining *in specie* at the death of the husband, and to the accretions which took place during the marriage. The next of kin, on the other hand, contended that upon the marriage the existing stock-in-trade became the property of the husband, and therefore,

so far as they still existed at his death, formed part of his estate. Malins, V.C., upheld the claim of the widow, and the Court of Appeal (Lord Coleridge, C.J., and James and Baggallay, L.J.J.) affirmed his decision. They were of opinion that, in order to give effect to the protection afforded by the Act to the earnings of the married woman in the trade or business, that protection must be construed as extending to that without which the earnings could not be acquired. If the trade or business itself—in other words, the capital and stock-in-trade employed in it—was not protected, the protection of the earnings derived from it would be impossible. The protection of the Act was not to be extended beyond the earnings, but the fair and rational meaning of it was that the trade or business must be protected for the purpose of protecting the earnings themselves.

**TRUSTEE—BREACH OF TRUST—IMPROPER INVESTMENT—BENEFIT DERIVED BY ONE TRUSTEE—SUIT BY CO-TRUSTEE FOR INDEMNITY.—**In a case of *Butler v. Butler*, decided by Fry, J., on the 12th inst., a trustee sued his co-trustee for indemnity under the following circumstances:—The two trustees had advanced a large amount of the trust-money upon mortgages which were not authorized by the trust. The mortgagor was a builder. A great part of the mortgage-money was received by the defendant from the mortgagor for his own benefit. Of the money so received, part was received by him in payment of the purchase-money of land comprised in the mortgage, which the defendant had sold to the builder; part in repayment of advances which the defendant had made to the builder to assist him in building houses on the land, and the remainder in repayment of other advances which the defendant had made to the builder. The plaintiff admitted that he knew, when the trust-money was advanced, that part of it would go to the defendant in payment of the purchase-money, but he did not know that the defendant was to derive any further benefit. The bill asked that the securities might be realized by sale, and the deficiency (if any) ascertained, and that the defendant might be decreed to indemnify the plaintiff against liability to the *cestuis que trustent* in respect of that deficiency. It was contended on behalf of the plaintiff that, wherever two trustees had made an advance which constituted a breach of trust, and one of them had derived an indirect benefit from the money advanced, the latter trustee was under personal liability to indemnify his co-trustee against the resulting loss, or, at any rate, that this liability existed where the co-trustee did not know the full extent of the indirect benefit derived. Fry, J., said that there was no authority for this proposition, and held that it could not be maintained. He said that he could understand that where there was innocence on the part of the one trustee and guilt on the part of the other, or where there was ignorance on the one side and knowledge on the other, the innocent or ignorant trustee should have the right to say that the other ought to be made primarily liable for the consequences of a breach of trust, but he could not see that any such right existed where both trustees intended to commit a breach of trust, and the one knew that the other was to derive some indirect benefit, though he did not know the full extent of it. Another objection to the suit was that, even if such a right to indemnity could exist, no claim having been made by the *cestuis que trustent*, the time for enforcing the right had not yet arrived. There could be no right to sue for an indemnity until the event had happened against which the indemnity was to be given. Moreover, the loss could not be ascertained except by a sale of the mortgaged property, and the *cestuis que trustent*, who were not parties to the suit, had a right to elect whether they would accept or reject the securities. They could not be deprived of this right by a decree made behind their backs at the suit of a trustee who had committed a breach of trust. The bill was, therefore, dismissed, with costs.

**COPYHOLDERS—ENCROACHMENT BY TENANT ON WASTE—NATURE OF TITLE ACQUIRED—STATUTE OF LIMITATIONS—RIGHT OF LORD TO COPROLITES—TRESPASS—INJUNCTION—MEASURE OF DAMAGE—REFERENCE TO ASCERTAIN DAMAGE.—**An apparently novel point as to the effect of an encroachment made by a copyhold tenant upon the wastes of the

manor was decided by Fry, J., on the 14th inst., in a case of *The Attorney-General v. Tomline*. The suit was an information and bill, on behalf of the Crown and the Secretary of State for War, to restrain the defendant from digging for coprolites under an inclosed piece of land which had been for upwards of fifty years in the possession of the War Department, it being the site of a Martello tower and the glacier attached thereto. A portion of the land was copyhold of the manor, and the title to that portion was derived under a surrender to, and admittance of, a trustee for the Crown, made in the year 1810. The remainder of the inclosure had been formerly waste of the manor, and at some time since the admittance of 1810 the Crown had encroached upon it, though the exact date of the encroachment could not be ascertained. There was, however, evidence that in 1819 the whole of the land was inclosed by a fence, and was in the possession of the Crown, and that the Crown had from that time been in undisturbed possession until 1874, when the defendant, who was the lord of the manor, without any consent of the Crown, forcibly broke down the fence, and commenced digging for coprolites in that part of the inclosure which had been formerly waste. The suit claimed an injunction and damages. There was no custom authorizing the lord to dig for minerals in the lands of his copyhold tenants without their consent, but there was a custom that the lord should grant portions of the waste, with the consent of the homage, as copyhold. The right to damages depended in part on the question whether the property in the coprolites was in the defendant as lord, and that again depended on the question whether the Crown had, by the encroachment, acquired under the Statute of Limitations a freehold, or only a copyhold, title to the land encroached upon. If the Crown had acquired only a copyhold title, then the lord had the property in the coprolites, provided they could be considered to be minerals, though he had no right to enter and dig for them without the consent of the tenant. Fry, J., on the authority of what was said by Mellish, L.J., in *Hext v. Gill* (20 W. R. 957, L. R. 7 Ch. 699), held that coprolites are minerals, and that the lord had the property in them. And his lordship held that the principles of the decisions (of which *Bryan v. Winnwood*, 1 Taunt. 208, and *Whitmore v. Humphries*, 20 W. R. 79, L. R. 7 C. P. 1, are instances) that an encroachment made by a lessee for years on waste becomes an acquirement to his original holding and enures for the benefit of the lessor, whether the encroached land was originally his or that of a stranger, apply equally as between the lord of a manor and his copyhold tenant. Those principles, his lordship said, were three: (1) that the court would, if it could, attribute a legal origin to the encroachment rather than an illegal one; (2) that there was a personal incapacity on the part of the tenant to deny that the encroachment was part of his original holding; (3) that the encroachment ought to be construed as conferring the least possible benefit upon the encroacher. Each of these principles, he considered, was as applicable to the case of an encroachment by a copyholder as to the case of an encroachment by a lessee for years. The Crown must, therefore, be considered as having acquired only a copyhold title to the encroached land, and consequently the property in the coprolites remained in the lord. But he had no right to dig for them without the consent of the tenant, and consequently the Crown was entitled to damages for the trespass committed by the defendant by digging without its consent. What, then, was the measure of the damage? His lordship held that the proper measure was the amount of the gross proceeds of the sale of the coprolites, less working expenses and such a sum by way of profit as would have induced a stranger to undertake the working. A question arose how the damage ought to be ascertained. His lordship suggested that the matter might be either referred to a referee or determined by himself upon evidence. This difficulty was, however, removed by the parties agreeing that the defendant should pay over to the Crown half of the gross produce of the sale.

down in the list of the Master of the Rolls, and it was by the order of the Lord Chancellor on the 1st of May transferred to the list of Fry, J. On the 28th of April the plaintiffs had taken out a summons in the chambers of the Master of the Rolls for production of documents by the defendants. This summons was returnable on the 2nd of May, and it was heard by the chief clerk on the 3rd of May, when an order for production was made, but the drawing up of the order was suspended in order to give the defendants an opportunity of appealing to the judge. When the plaintiffs' solicitor afterwards went to draw up the order he was informed by the chief clerk that, in consequence of the transfer to Fry, J., all the proceedings on the summons were null and void. The plaintiffs then applied to the Lord Chancellor for an order to re-transfer the action to the Master of the Rolls. This application was refused, and *Sturges* now asked the direction of the court. Fry, J., said that it was not his business or his duty to give directions, but added that he saw no difficulty in a notice of motion being given in the terms of the summons. This course was actually pursued in a case of *Clark v. Marcus*, which came before his lordship the same day, when the common order for production of documents was made upon motion in court.

## Appointments, &c.

Mr. WILLIAM PALFREY BURRELL has been appointed Her Majesty's Assistant-Judge and Vice-Consul at Constantinople, in succession to Mr. John Henry Fawcett, appointed Consul-General and Judge of the Supreme Consular Court.

Mr. A. J. MÜNNICH has been appointed first Poisne Judge of the Transvaal Colony.

Mr. JOHN ROBERT KINDERSLEY has been appointed a Judge of the High Court of Judicature at Madras, in the place of Mr. Justice Holloway, who has resigned. Mr. Justice Kindersley has been for many years a member of the Madras Civil Service.

Mr. JOHN THOMPSON, solicitor, of Stanhope, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature in England.

## Obituary.

### MR. GRIFFITH THOMAS PICTON JONES.

Mr. Griffith Thomas Picton Jones, solicitor, died at his residence, Yokehouse, near Pwllheli, on the 7th inst. The deceased was the son of the late Mr. Griffith Jones, many years agent to Lord Newborough's Welsh estates, and was born in 1837. He was admitted a solicitor in 1859, and had been for some time in partnership with Mr. Richard Roberts, the firm having offices both at Pwllheli and Carnarvon. He had a good practice, and had obtained a wide reputation in the district both for his legal knowledge and for the soundness of his judgment. Mr. Jones had had the management of Lord Newborough's property since the death of his father, and had held the office of county treasurer for Carnarvonshire since 1872. He had also been four times under-sheriff for the county. In 1860, when only twenty-three years old, he was elected mayor of Pwllheli, and he had served the same office on four subsequent occasions. He was also an alderman for the borough, a commissioner for oaths in the Supreme Court, and a perpetual commissioner for Carnarvonshire. Mr. Jones was a supporter of the local Conservative party. He took a great interest in the study of Welsh history and literature, and it was mainly owing to his exertions that a national Eisteddfod was held at Pwllheli in 1875. He was buried at Pwllheli on Friday, the 11th inst., the funeral being attended by a large circle of friends and neighbours. He leaves a widow and four children.

PRODUCTION OF DOCUMENTS—MOTION IN COURT.—On the 18th inst., in a case of *The Magdalene Hospital v. Knotts, Sturges*, for the plaintiffs, asked the direction of Fry, J., under the following circumstances:—The action was set

## Societies.

### LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society held at the Law Institution on Tuesday last, Mr. Gibb in the chair, the question for discussion was as follows:—"Can a trust deed for the benefit of creditors, after payment of the creditors to whom it has been communicated, be revoked by the settlor before payment of other creditors?"—*Ellison v. Ellison* (1 L. C. Eq. 223, and notes), *Griffith v. Ricketts* (7 Hare, 307)." Mr. S. J. Montague opened the debate in the affirmative, on which side it was ultimately decided by a considerable majority.

### UNITED LAW STUDENTS' SOCIETY.

A meeting of this society was held at the Law Institution, Chancery-lane, on Monday, the 14th inst. Mr. J. T. Davies presided. Mr. F. E. A. Cavell opened in the affirmative the following point of law:—"Would the recovery of a stipulated penalty from a servant prevent his master from bringing an action against the person who enticed him away?" relying in a great measure upon the judgment of Lord Mansfield in the case of *Bird v. Randall* (3 Burr. 1345) as exactly in point. His view was supported by Messrs. Moyle, Gidney, Havergal, and Hickson. Mr. T. Connolly supported the negative, in which he was followed by Messrs. Barren, Rubinstein, Pickersgill, Ward, and Shirley. They pointed out that Lord Mansfield's decision had frequently been questioned, and that the reasons on which he based his judgment were inconclusive, except as to the circumstances of that particular case, and contended that the question must in every case be one of fact, viz., whether the penalty was a sufficient compensation to the master. After a discussion, the chairman summed up, and put the question to the meeting, when it was carried in the negative by a majority of five.

The ordinary weekly meeting of the society was held at Clement's-inn Hall on Wednesday, the 16th inst. Mr. J. S. Rubinstein occupied the chair. Mr. W. Shirley Shirley, B.A., opened the adjourned debate on the proposition "That the policy of the Government with reference to the Eastern Question has tended to a breach of the peace of Europe," taking the negative view of the question. A debate ensued. Messrs. Havergal, J. B. Porter, Pickersgill, B.A., and Collyer, B.A., adduced arguments in favour of the motion, while Messrs. Moyle, Hart, and Ward supported the policy of the Government. On the motion being put to the meeting it was lost by a majority of five.

### LAW ASSOCIATION FOR THE BENEFIT OF WIDOWS AND FAMILIES OF ATTORNEYS, SOLICITORS, AND PROCTORS IN THE METROPOLIS AND VICINITY.

The annual general court was held at the Hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 17th inst., Mr. Desborough (chairman), and Messrs. Sawtell, Kelly, Carpenter, Parkin, Sidney Smith, Proudfoot, Collisson, Williamson, Arnold, J. Bennett, Burges, H. Brandon, Styan, and Boodle (secretary), being present. It appeared by the report that thirty-one cases of widows and children of deceased members had, during the past year, been relieved by the distribution among them of £1,502 10s., that during the same period twenty-nine cases of non-members' widows and children had received the sum of £250, and that the association possessed a capital of £33,896; also that twenty-three members during the past year, had died, of whom twelve were life members, and eleven annual members, and that eleven new members had joined the association. The following officers were elected, viz., president, Lord Hatherley; vice-president, Lord Chelmsford; treasurer, Mr. Lawrence Desborough and Mr. Edward Tylee, and auditors, Mr. Samuel Bircham, Mr. Joseph Lucas, and Mr. Alexander James Murray. A vote of thanks to the chairman, the directors, and the auditors terminated the proceedings.

### IRISH ATTORNEYS AND SOLICITORS' SOCIETY.

The usual half-yearly meeting of this society was held in the Solicitors' Hall, Four Courts, on May 9. Mr. Wm. Roche, president, occupied the chair. Mr. Goddard (secretary) having read the advertisement convening the meeting, the President nominated the following gentlemen as auditors of accounts:—George H. Belas, John Weldon, George C. Stapleton, J. C. Smith, and A. L. Barlee. The following were appointed scrutineers for 1878:—John Weldon, H. C. Neilson, Joseph Burke, George W. Shannon, and George Roche. The President said the meeting was merely a formal one, and they had now transacted all their business. He wished to take advantage of the opportunity to remind the profession that the Benevolent Society's annual dinner took place on Thursday, the 17th inst. He solicited the aid of the profession on behalf of this most valuable institution. On the motion of Mr. Wm. Findlater, Mr. Wm. Read (vice-president) was called to the second chair, and a vote of thanks passed to Mr. Roche, and the meeting terminated.—*Irish Law Times*.

## Legal News.

The Queen has issued a Royal Commission "to inquire into the origin, objects, present constitution, customs, and usages of the London Stock Exchange, and the mode of transacting business in and in connection with that institution, and whether such existing rules, customs, and mode of conducting business are in accordance with law and with the requirements of public policy, and, if not, to advise us in what respect they might be beneficially altered." The commissioners are Lord Penzance, Lord Blackburn, Mr. Walpole, M.P., Mr. Bouvier, Mr. E. Stanhope, M.P., Sir N. M. Rothschild, M.P., Mr. H. H. Gibbs, Mr. B. B. Greene, Mr. J. Hollams, Mr. C. J. Kenward, Mr. S. R. Scott, and Mr. Reginald York, M.P.

It is stated that the judges and serjeants-at-law have presented to the National Portrait Gallery at South Kensington the portraits which till recently adorned the hall, dining, and reading rooms of Serjeants'-inn, Chancery-lane. Arrangements are being made to exhibit these portraits to the public at the Gallery on Whitson Monday next. They are twenty-six in number, principally painted by distinguished artists, several being of full-length size. They include Serjeant Higham, 1610, Sir Henry Hobart, Sir Edward Coke, Lord Keeper Littleton, Sir Randolph Crewe, Sir Matthew Hale, Sir John Maynard, Sir John Pratt, Lord Chancellor King, Earl of Mansfield, Lord Chancellor Camden, Lord Tenterden, Lord Chancellor Eldon, Lord Chancellor Truro, Lord Chancellor Copley, Lord Denman, and Lord Chancellor Campbell. The names of the principal painters are Lely, Hudson, Richardson, Kneller, Reynolds, Phillips, Brigg, and Sir Francis Grant.

On Tuesday, at a meeting of the Court of Aldermen, held at Guildhall, the Lord Mayor presiding, a report was read which had been approved and was subscribed by a committee of the whole court in relation to privileges, to whom it was referred on the 17th of April to consider a letter from Sir Alexander Cockburn, Lord Chief Justice, addressed to the chief magistrate of the City, relative to the attendance of the judges at St. Paul's Cathedral. The committee stated that they had duly proceeded in the reference, and after careful consideration they had to report that they were unanimous in expressing the hope that the custom of the judges attending St. Paul's Cathedral to meet the Lord Mayor and the Corporation of London, which had prevailed for so long a period, might still be continued, and they further recommended that the Lord Mayor might be respectfully requested to convey the expression of this wish to the Lord Chief Justice. The report was approved and adopted without a dissentient voice.

The London correspondent of the *Manchester Guardian* thus describes the delivery of the judgment of the Privy Council in the *Riddell case*:—"The members of the Committee had, I have reason to believe, expressed a wish that no in-

timation should be given as to the day and hour fixed, as they foresaw that a good deal of excitement would be caused, and the room in the Council office which on these occasions is used is too small to accommodate more than a very limited number of the public. So well had the business been managed that when the Lord Chancellor began to read the formidable document his auditors were few and select, and a dignified dullness characterized the morning's work. Among those who were present were Dean Stanley, Mr. Beresford Hope, Mr. Kinnaid, Dr. Irons, and Mr. Perry, the well-known Ritualist; while of the ecclesiastical assessors, the Archbishop of Canterbury was the only representative. The reading of the voluminous decision was a wearisome exercise for Lord Cairns, and his learned brethren seemed to feel the infliction most acutely. The archbishop, who was in plain clothes, followed the text of the judgment line by line in the printed copy before him with the utmost care."

By reason of the great length of the trial of a case relating to the Emma Mine before the United States Circuit Court, in which the jury had sat seventy days, the counsel for both sides, says the *Albany Law Journal*, proposed that 5,000dols. additional compensation be given to the jury, but the court held that it could not sanction the proposition; that the law which exacts jury service of the citizen prescribes the compensation, and the court had no authority to diminish or increase it because of the circumstances of a particular case; that it is to be assumed the law was passed upon full deliberation, and to increase the compensation it awards would be an imputation upon the justice and wisdom of the law, and, therefore, an impropriety; that under such circumstances the court should not sanction in the parties what it would not do of its own motion. Further, that the action proposed would introduce a dangerous precedent. Similar action might be suggested by it in future cases, and it might happen that suggestions would proceed from parties or from jurors for extra compensation in cases far less meritorious than this; that its tendency would be to tempt parties to bid for the favour of juries by proposing extra compensation, knowing the adverse party might be unable or unwilling to assent. In short, that it would open the door of the jury box to impure and demoralizing influences, and for that reason should be disengaged.

A parliamentary return moved for by Mr. Lowe has just been issued containing "copies of all correspondence relating to the case of Mr. Fuller and the case of Mr. Leeds, and of the opinions and dissents of any of the members of the Indian Council." Mr. Fuller was tried before Mr. Leeds, the joint magistrate of Agra, for causing the death of a native servant by striking him on the head and face, and was convicted on a charge of "causing hurt to his eyes," and sentenced to pay a fine of thirty rupees. The attention of the High Court of Allahabad was called to the case, but they declined to interfere, and the matter was brought to the notice of Lord Lytton and his council, who censured Mr. Leeds for his want of discretion in passing a "scandalously inadequate sentence," and ordered that he should not be employed in any higher office for at least a year. The High Court complained of this act of the Supreme Government as an interference with their independent authority. On the 22nd of March, 1877, Lord Salisbury addressed two despatches to Lord Lytton approving the action of the Government of India. His lordship says:—"I must express my conviction that in your course throughout this difficult case your excellency has been guided by an anxious care for the more helpless classes under your rule, and have to assure you of the warm sympathy of her Majesty's Government with the feelings by which your conduct has been inspired." In his second despatch Lord Salisbury deals with the remonstrance of the High Court, and states that in his opinion the independence of the executive possessed by judges in England has been intentionally withheld by Parliament from Indian judges. "As a matter of policy, however," he adds, "any executive action trenching on the independence of judges in the exercise of their purely judicial functions could only be justified by reasons of extreme necessity." In the case of Mr. Leeds, his lordship does not think the question of the relations between the judicial and the executive functions was really raised. Lord Lytton was in that case dealing with purely executive functions, which it is his special province to control. On these despatches being laid before

the Council of India, they were approved by 11 to 1, the dissentient being Sir Erskine Perry.

In a recent case in the Divorce Division, a Jewish certificate was produced in proof of marriage. "It was," says the *Times* reporter, "the first Jewish document of the kind tendered in evidence in the court, and was, it appeared, in the form in use among Jewish communities in all parts of the world for the last 2,000 years. The coin 'zazim' mentioned in it was not, it was stated, a Jewish coin, and was in value less than an American cent. The document ran thus:—On Wednesday, the 25th day of the month Ethel (corresponding with the 6th day of September), in the year 5625 of the Creation (corresponding with the year 1865 of the Christian era), according to our computation here, in New York, a city situated on (Manhattan) Island in North America—These presents witness that Mr. Benjamin, son of Elias Isaacs, did duly declare to Miss Deborah, daughter of Mr. Hyman Levy, that if she would become his wife, according to the law of Moses and of Israel, that he would properly maintain, nourish, and support her according to the wont of Jewish men who duly maintain, nourish, and support their wives, and that he would bestow on her the dower of her virginity—to wit, 200 zazim, as is required by the (Jewish) law, her food, clothing, and marital dues according to the way of the world. These presents further witness that the said Deborah Levy did duly become his wife, and that the dower she received from her father, consisting of silver, gold, or wearing apparel and paraphernalia, amounted to 100 dollars, American currency. Also, that the said Benjamin Isaacs added to this a further sum of 100 dollars, American currency, amounting in all to 200 dollars, American currency. These presents also witness that the said Benjamin Isaacs took upon himself to pay the amount of this deed, this dower, and addition thereto himself, and his heirs, out of his estate, and of whatsoever he may possess now or in the future, all such possessions being liable to pay the amount mentioned in this document, the dower and addition thereto as aforesaid, which the said Benjamin Isaacs hereby takes upon himself to do according to the form of contract in favour of the daughters of Israel, instituted by our sages of pious memory. This the said Benjamin Isaacs has done in favour of his bride, Miss Deborah Levy, in confirmation whereof the parties hereto have signed—bridegroom, Benjamin Isaacs; witness, Henry Barnard; witness, Henry Julian. Samuel, son of Myer, officiating minister, S. M. Isaacs."

## Legislation of the Week.

### HOUSE OF LORDS.

May 11.—RAILWAY COMPANIES' SERVANTS.  
This Bill was withdrawn.

### BANKRUPTCY.

This Bill was committed on re-commitment.

PROVISIONAL ORDERS (IRELAND) CONFIRMATION (HOLYWOOD, &c.).

This Bill was read a second time.

### REMOVAL OF WRECKS.

This Bill passed through committee.

LOCAL GOVERNMENT PROVISIONAL ORDERS (HORBURY, &c.).  
This Bill passed through committee.

ELEMENTARY EDUCATION PROVISIONAL ORDERS CONFIRMATION (LONDON).

This Bill was read a third time.

ELEMENTARY EDUCATION PROVISIONAL ORDERS CONFIRMATION (CARDIFF, &c.).

This Bill was read a third time.

May 14.—GAS AND WATER ORDERS CONFIRMATION (ABINGDON, &c.).

This Bill was read a second time.

PUBLIC LIBRARIES (IRELAND) ACT AMENDMENT.  
This Bill was read a second time.

## PUBLIC RECORD OFFICE.

This Bill was read a third time.

## LOCAL GOVERNMENT PROVISIONAL ORDERS (HORNBURY).

This Bill was read a third time.

## May 15.—HIGH COURT OF JUSTICE (Costs).

On the motion of Lord SELBORNE, the order for the second reading of this Bill was discharged.

## SETTLED ESTATES.

This Bill passed through committee, and was reported with amendments.

## SOLICITORS' EXAMINATION, &amp;c.

This Bill passed through committee, and was reported with amendments.

## REMOVAL OF WRECKS.

This Bill was read a third time.

## HOUSE OF COMMONS.

## May 11.—TRAMWAYS.

Sir C. ADDERLEY introduced a Bill to authorize the experimental use of mechanical power on tramways.

## May 14.—FACTORIES ACT AMENDMENT.

Sir J. LUBBOCK introduced a Bill to amend the Factories Act.

May 15.—UNIVERSITIES OF OXFORD AND CAMBRIDGE. The House went into committee on this Bill.—Clause 22 was reached.

## QUARTER SESSIONS (BOROUGHS).

This Bill passed through committee.

## PUBLIC WORKS LOANS.

This Bill was read a second time.

## PUBLIC WORKS LOANS (IRELAND).

This Bill was read a second time.

## May 16.—COUNTY TRAINING SCHOOLS AND SHIPS.

On a division, the second reading of this Bill was negatived by 83 to 17.

## MERCANTILE MARINE HOSPITAL.

On a division, the second reading of this Bill was negatived by 212 to 11.

## POOR LAW GUARDIANS' ELECTIONS (IRELAND).

On a division, the second reading of this Bill was negatived by 174 to 109.

## PIRE AND HARBOUR ORDERS CONFIRMATION (No. 3).

This Bill was read a second time.

## CONSOLIDATED FUND (£5,900,000).

This Bill was read a second time.

## MEDICAL ACT (1858) AMENDMENT.

Mr. ERRINGTON introduced a Bill to amend the Medical Act (1858).

## COMPANIES ACTS (1862 AND 1867) AMENDMENT.

Mr. E. STANHOPE introduced a Bill to amend the Companies Acts of 1862 and 1867.

## BILLS BEFORE PARLIAMENT.

## BAR EDUCATION AND DISCIPLINE.

[H.L.—The Lord Chancellor.]

A Bill intituled an Act for constituting and empowering a Council of Education and Discipline for the Bar.

Whereas there are four Inns of Court, namely, the Honourable Society of Lincoln's-inn, the Honourable Society of the Inner Temple, the Honourable Society of the Middle Temple, and the Honourable Society of Gray's-inn :

And whereas the right to call persons to the bar, and to censure, suspend from practice, or disbar any barrister, hath been hitherto exercised by the masters of the bench of each of the four Inns of Court in respect of its own members, subject to appeal:

And whereas rules and regulations with respect to the qualification of persons desiring to be called to the bar have been from time to time made and enacted by agreement between the four Inns of Court:

And whereas by agreement among themselves the four Inns have made provision for legal education and for the examination of persons desiring to be called to the bar, or to practise under the bar, and contribute yearly the sums requisite for that purpose, and the regulation and control of such legal education and examination, and the administration of the funds so contributed, are vested in the Council of Legal Education elected by the masters of the bench of each of the four Inns :

And whereas the four Inns are willing and have offered to contribute the yearly sums hereinafter mentioned for the purpose of such legal education and examination as aforesaid :

And whereas the masters of the bench of the four Inns have no power to act conjointly in matters affecting the common interests of the four Inns, or of the bar, except by consent, and have no power to act conjointly in matters affecting the discipline of the bar :

And whereas it is expedient that a council, to be called the Council of the Four Inns of Court, should be constituted, with the powers hereinafter mentioned :

Be it therefore enacted by the Queen's most excellent Majesty, by and with the advice and consent of the Lords spiritual and temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

1. *Council of four Inns of Court.*] There shall be a council of the four Inns of Court, to be called the Council of the Four Inns of Court, and hereinafter called the council.

Such council shall discharge the duties, and shall have and may exercise all the powers hereby assigned and given to it.

The council shall consist of thirty members, of whom six shall be appointed by her Majesty on the recommendation of the Lord Chancellor, and twenty-four shall be elected by the masters of the bench of the four Inns, as hereinafter mentioned.

Any person being a member of her Majesty's Privy Council, or a judge of the Supreme Court of Judicature, or a barrister of no less than ten years' standing, shall be qualified to be appointed or elected a member of the council.

2. *Rotation of appointed members.*] Of the six members of the council appointed by her Majesty, two shall retire annually on the 31st of October.

Of the six first appointed, the two last named in the appointment shall retire on the 31st of October, 1878; the two next named in the appointment shall retire on the 31st of October, 1879; and the two first named in the appointment shall retire on the 31st of October, 1880.

In each succeeding year the two who have served longest, reckoning from the date of their last appointment, shall retire.

Upon the retirement, resignation, or death of any appointed member it shall be lawful for her Majesty to re-appoint the retiring member, or to nominate and appoint any other person qualified as aforesaid.

3. *Elected members.*] Six members of the council shall be elected by the masters of the bench for the time being of each of the four Inns.

Six members of the council shall be elected by the masters of the bench of each Inn in the month of November, 1877.

Two of the members elected by each bench shall retire annually on the 31st of October, and two members shall be elected in their place annually, by each bench, in the month of November following.

The retiring members shall be capable of re-election, provided that no member who has served on the council for six consecutive years shall be capable of re-election until he has ceased to be a member for one year.

The names of the members elected shall be certified annually in writing under the hand of the treasurer of each Inn.

The members to retire on the 31st of October, 1878, shall be the two junior members, reckoning seniority by professional precedence, elected by each bench in November, 1877. The members to retire on the 31st of October, 1879, shall be the next two junior members elected by each bench in November, 1877. The members to retire on the 31st of October, 1880, shall be the remaining members elected in November, 1877.

In each succeeding year the two members who have

served longest, reckoning such service from the date of their last election, shall retire.

4. *Resignation of members.*] Any member of the council may resign his office by a letter addressed to the president for the time being of the council.

5. *Casual vacancies.*] In case of any vacancy occurring in the council by the resignation, or death, or incapacity to act of any elected member, the bench by which such member was elected shall, within two months thereafter, elect a new member in his place, provided that no election shall be held in any of the legal vacations, and such vacations shall not be reckoned in the period of two months.

Every member appointed or elected to supply a vacancy occasioned by resignation or death shall, as regards retirement, be entitled to hold office only for the time for which the member in whose place he has been appointed or elected would have held it.

The council shall have power to act notwithstanding any vacancy in its members.

6. *President and vice-president.*] The first meeting of the council shall be held in the month of December, 1877, at such time and place as the senior member of the elected members, reckoning seniority by professional precedence, shall appoint, of which notice shall be given by him to the treasurers of the four Inns.

At such meeting the senior elected member present shall take the chair, and the members of the council present shall at once proceed to elect a president and vice-president.

They shall retire from office at the first meeting to be held in the month of November next after their election, but shall be capable of re-election.

In the year 1878, and all subsequent years, a president and vice-president for the ensuing year shall be elected at the first meeting of the council in the month of November.

Whenever the office of president or vice-president shall become vacant by death or resignation, such vacancy shall be declared at a meeting of the council and entered on the minutes, and the council shall at their next meeting, or as soon thereafter as they conveniently can, proceed to the election of a president or vice-president, as the case may be.

The president shall take the chair at all meetings of the council; in his absence the vice-president; and in the absence of both of them, or in the case of the offices being vacant, the senior elected member present shall preside.

All questions shall be decided by a majority of the votes of the members present.

In case of an equality of votes, the president or other chairman shall have a second or casting vote.

7. *Meetings.*] The council shall meet yearly in November, and at such other times and at such place and hour as they shall appoint.

*Minutes.*] Minutes shall be kept of all their proceedings, and the names of the members present at each meeting shall be entered in the minute-book.

8. *Summoning of meetings.*] The president, or, if his office be vacant, the vice-president, may at any time summon a meeting of the council.

Any six members of the council may, by letter signed by them and addressed to the president, or, if that office be vacant, to the vice-president, or, if both offices be vacant, to the senior elected member, require a meeting of the council to be called; and upon receipt of any such letter a meeting of the council shall be summoned by the president, or vice-president, or senior elected member, as the case may be, not later than twenty-one days from the receipt of such letter.

9. *Officers.*] The council shall appoint a secretary and such other officers as they think fit, who shall hold office during pleasure, and shall discharge all such duties as the council shall assign to them respectively. They shall be paid such salaries as the council shall appoint out of the funds to be provided as hereinafter mentioned.

10. *Procedure.*] The council shall have power to make rules and bye-laws for the regulation of their own proceedings, and for such other matters within their jurisdiction as they may think fit.

11. *Quorum.*] Five members of the council shall constitute a quorum.

12. *Authority of council.*] The council shall have cognizance of and jurisdiction in the following matters—

—The legal education and examination of students of

any of the four Inns of Court desiring to be called to the bar or to practise under the bar:

B.—The censuring and suspending from practice of barristers or persons practising under the bar, and the disbarring of barristers.

C.—All matters which may be referred to them by the bench of any of the four Inns of Court for advice or decision.

13. *Rule to be made by council.*] The council shall, as soon as conveniently may be, and not later than the day of , 1878, make such rules and regulations as they may deem expedient with reference to the matters specified in sub-section A. of the preceding section, including the payment of fees, and shall have power from time to time to alter such rules and regulations; and until such rules and regulations shall be made, the rules and regulations assented to by the masters of the bench of the four Inns of Court, and in force at the time of the passing of this Act, shall continue in force.

14. *Examinations of members of Inns.*] The council shall from time to time cause examinations to be held of all members of the Inns of Court desiring to be called to the bar, or to practise under the bar, and shall appoint examiners for that purpose. The examiners shall hold office subject to such conditions and shall receive such remuneration as the council shall from time to time determine. The council shall grant to every person who shall satisfactorily pass an examination a certificate that he has so passed.

No member of the council shall be appointed or remain an examiner.

15. *Contributions of Inns.*] The treasurers of the four Inns of Court shall respectively contribute to the council out of their general funds such yearly sums as the council may from time to time require in the proportions of the different sums hereinafter mentioned, but not exceeding those sums. The treasurer of Lincoln's-inn the sum of £1,300, the treasurer of the Inner Temple the sum of £1,500, the treasurer of the Middle Temple the sum of £1,200, the treasurer of Gray's-inn the sum of £600, and in addition the treasurers of the four Inns of Court shall respectively pay to the council the sum of £1 1s. in respect of each person who shall be admitted a student of their Inn.

16. *Donations for purposes of Act.*] The council may at any time accept from the four Inns of Court, or any of them, or from any person or corporation, sums in addition to those mentioned in the preceding section, to be applied to any of the purposes to which those sums are hereinafter made applicable, or for similar purposes.

17. *Application of receipts.*] The sums paid to the council by the treasurers of the four Inns, and all fees and payments received by the council under any rules or regulations made or to be made by them, shall be applied—

*First.*—To the payment of all expenses incurred by them, including the salary of their secretary and any officers to be appointed by them:

*Secondly.*—To the payments of professors, and otherwise providing for legal education and the payment of examiners:

*Thirdly.*—To providing prizes, exhibitions, or scholarships, or for similar purposes.

18. *Disbarring, &c., to be by council.*] From and after the passing of this Act no barrister or person practising under the bar shall be censured or suspended from practice, nor shall any barrister be disbarred, by any order or resolution of the masters of the bench of the Inn of Court of which he is a member, but the power of censuring or suspending from practice any barrister or person practising under the bar, or disbarring any barrister, shall be vested in and exercised by the council, subject to such right of appeal as is hereinafter mentioned; provided that nothing herein contained shall in any way interfere with the internal regulations of any of the Inns for maintaining proper discipline among their members, or restrain the masters of the bench of any Inn of Court from suspending or depriving any member from or of the exercise of any right or privilege connected with the Inn.

19. *Procedure for disbarring, &c.*] The proceedings before the council in the case of censuring or suspending from practice any barrister or person practising under the bar, or disbarring any barrister, shall be conducted in such manner as the council shall from time to time by regulations made in that behalf determine. The evidence may, if the

council think fit, be taken upon oath, and the council shall have power to administer oaths and to require the attendance before them of witnesses and the production of documents. It shall be lawful for any judge of her Majesty's High Court of Justice in court, or at chambers, upon the application of the council, and on proof before him that any person required to produce documents or give evidence in any such case has, after reasonable notice, refused or omitted to do so, to order such person to attend before the council and produce such documents or give evidence as the case may be; and disobedience to any such order shall be punishable in like manner as disobedience to any similar order of the said High Court made in any cause or matter depending before it.

20. *Appeal on disbarring, &c.*] Any order made by the council censuring or suspending from practice any barrister or person practising under the bar, or disbarring any barrister, may be appealed to her Majesty's Supreme Court of Judicature, and shall be heard *in camera* as heretofore, before any of the judges of the said court, not being fewer than five, and not being members of the council or of the Inn to which such barrister or person practising under the bar belongs. The judges to be selected to hear any such appeal shall be chosen from amongst themselves in a meeting consisting of not fewer than ten judges. On the hearing of any such appeal the order of the council may be confirmed, varied, or reversed, as to the judges hearing the same shall seem right.

21. *No call to bar without certificate of council.*] Nothing herein contained shall alter or impair the exclusive right of the masters of the bench of the four Inns of Court to call members of their respective societies to the bar, or alter the practice relating thereto, except that from and after it shall not be lawful for the masters of the bench of any Inn of Court to call to the bar, or to allow for the first time to practise under the bar, any student admitted after the year 1871 who has not obtained a certificate from the council to the effect that he has satisfactorily fulfilled the conditions required by their regulations to qualify him to be called to the bar.

#### ARE INDIAN JUDGES INDEPENDENT?

The two despatches which Lord Salisbury has lately addressed to the Viceroy of India with reference to the "Fuller and Leeds" case appear to us to contain much that is open to very serious criticism. It is not our purpose to enter at any length into the circumstances of the very painful affair which has given rise to this correspondence. The facts of the case, however, are shortly these: In November, 1875, Mr. Fuller was charged before Mr. Leeds, the joint magistrate at Agra, with "causing hurt" to one Katwaroo, a native servant, whom he had struck for some trifling neglect of his duties, and who, on receiving the blow, "fell down, then rose, ran into an adjoining compound, and died immediately." A post-mortem examination proved that the man had died from rupture of the spleen, and Mr. Leeds, being of opinion, on the evidence, that the act of Mr. Fuller did not come within that class of acts specified in the Indian Penal Code as amounting to the offence of culpable homicide, convicted the prisoner of "causing hurt" merely, and fined him thirty rupees, with the alternative of fifteen days' imprisonment. At the instance of the Viceroy the local government called the attention of the High Court to the case, and obtained from them an intimation that, though the sentence awarded by the joint magistrate was in their opinion "perhaps inadequate, yet that it did not seem to the court to be specially open to objection, and therefore did not call for interference." Upon this Lord Lytton wrote a minute expressing his "regret that the High Court should have considered that its duties and responsibilities were adequately fulfilled by the expression of such an opinion" severely reprimanded Mr. Leeds for "his great want of judgment and judicial capacity," and directed that he should not be employed in any higher office for at least a year. Thereupon the High Court addressed a protest to the Viceroy, disputing both the justice of the censure and punishment inflicted upon Mr. Leeds, and the propriety of any interference on the part of the executive with the proceedings of the High Court

or of the tribunals subject to its jurisdiction, and requesting that, "in case his Excellency in Council were unable to resolve the constitutional questions at issue in a sense favourable to the independence and authority of the High Court, the points raised might be referred for the consideration and orders of the Secretary of State for India." This has accordingly been done, and the paper just published contains Lord Salisbury's reply. First, he approves and confirms the action taken by the Viceroy in the case of Mr. Leeds; secondly, he holds that there has been no interference of the executive in the present case with the "judicial functions" of the High Court; and, thirdly, that those functions are not exempt from the control of the Viceroy, for that Parliament has deliberately withheld from the Indian judges that independence of the executive which had been on a solemn occasion formally conferred upon the English judiciary.

We confess to having read the two former of these propositions with the gravest doubt as to their soundness, and the third with a feeling approaching to consternation. The question has now entered upon a much wider field than is covered by the merits of the wretched affair out of which it arose. Upon that we have already expressed our opinion, which we repeat. The sentence passed by Mr. Leeds upon Mr. Fuller was undoubtedly inadequate. We regret his error of judgment in not having inflicted a severer punishment; and we regret, too, that the High Court did not see its way to providing a remedy for this partial failure of justice. But the much more serious question which has now arisen is whether it is competent to the Viceroy to censure and punish Mr. Leeds for this error of judgment, overriding in so doing the decision of the superior court to the effect that the case was not one which called for interference. Of course, if Lord Salisbury's third proposition is to be admitted—if it be true that the executive may interfere even with the "judicial functions" of the Indian judges—may constitute itself, that is to say, a supreme court of appeal to review and reverse their decisions; then *caveat emptor*. Lord Lytton is as clearly in his right in overruling the High Court and censuring Mr. Leeds as the House of Lords would be in reversing a judgment of the Queen's Bench Division. But that proposition we will deal with presently. Lord Salisbury contends, indeed, that it is not practically put in issue in the present case, because the Viceroy was then dealing with "purely executive functions" of the High Court, which functions it is "his special province to control." But how can a decision of the High Court, to the effect that the judgment of a subordinate tribunal did not call for their interference, be described as the discharge of an executive function? or, if so, what is a judicial function? The High Court considered the evidence against Mr. Fuller, and the sentence passed upon him by Mr. Leeds, and, though criticizing its adequacy, just as our judges criticize the damages assessed by a jury, refused, just as our judges often do, to disturb the decision. From first to last this seems to us to have been plainly a judicial act. To describe it as "executive" appears to be, not only an abuse of language, but an abuse against which one of Lord Salisbury's own illustrations in the despatch is the most emphatic protest. Remarking on the fact that the executive function of supervising the subordinate courts, vested in India in the High Court subject to the control of the Government, is in this country confided to officers who form themselves a portion of the executive Government, Lord Salisbury proceeds to draw a distinction perfectly true, but utterly fatal to his case. "Unpaid magistrates who misconduct themselves are reproved, or, if need be, removed by the Lord Chancellor. In the case of stipendiary magistrates a similar duty devolves upon the Home Secretary." But, he adds, "the review of judicial decisions of subordinate tribunals belongs, of course, to superior courts; but the action by which they are submitted to the consideration of a superior court, so far as it is exercised by any public authority at all, is initiated by the Attorney-General, or at the instance of an executive department." The executive function, it is here plainly admitted, is limited to the duty of reprobating or punishing magistrates for "misconduct." Is Mr. Leed's mistake a case of "misconduct"? If so, the definition of the word has been very dangerously enlarged; but, if not, then the function of the High Court was not "executive" in their dealing with this case, and consequently Lord Lytton's

jurisdiction never arose. It never could arise except in such a case as that of the High Court refusing to remove a magistrate for misconduct—as, for instance, corruption—where of course the Viceroy, in virtue of his “special province to control the exercise of the executive functions” of the court, might himself intervene and remove the offender.

Assuming, however, that the truly judicial nature of the function with which Lord Lytton interfered were demonstrated, we should then be confronted with Lord Salisbury's declaration that a Viceroy is entitled so to interfere. The protest of the High Court and the minute of the Chief Justice by which it was accompanied, state at considerable length, and, in our opinion, with equal cogency, the case for their claim of judicial independence. We have no space to review their arguments, and there is the less need for doing so because Lord Salisbury himself does not meet them, and appears to rest his own position on a single argument deduced from the terms of the Act of 1861, by which these courts were established. Departing from the language of the Act which assured the independence of the English judiciary by making their offices tenable “during good behaviour,” the Act of 1861 followed the old English form of judicial commission, and enacted that the Indian judges should hold their offices “during her Majesty's pleasure.” “It appears,” continues Lord Salisbury, “impossible to her Majesty's Government to treat this difference deliberately established between the Indian and the English courts as accidental and inoperative.” Be it so; but it is surely a long step from this to hold that their judicial functions are to be controlled—their decisions, that is to say, reviewed and reversed—by the Governor-General in Council? “In withholding from the Indian judges,” the despatch goes on, “the independence of the executive which had been on a solemn occasion formally conferred on the English judges, Parliament must be taken to have fully intended the consequences of the important distinction which it was sanctioning.” Yes, but is an appellate jurisdiction of the Viceroy among these consequences? Surely we give enough effect to the words “during her Majesty's pleasure” if we suppose the Legislature to have meant that the Indian judges were to be removable directly by the Crown, instead of being, like the English judges, removable only upon address by both Houses of Parliament? Does, then, the power of removal carry with it the right of controlling the judicial function? Lord Salisbury, as we gather, says yes; because “the right to dismiss any person holding an office carries necessarily with it a right to indicate the conduct which, if persisted in, may incur dismissal.” Are we to understand, then, that judges, who “persisted in” pronouncing judgments, conscientious and uncorrupt, but contrary to the views of the Viceroy, would “incur dismissal”? Lord Salisbury can scarcely mean this; but unless he is prepared to go so far, the right of removal does not “necessarily carry with it” the right to control judicial functions in the sense of reviewing judicial decisions. What it does necessarily carry with it is merely the right to reprove and warn for misconduct, not gross enough to be punished by instant dismissal, but such as if persisted in would entail that punishment. This is all that seems to us to be of necessity implied in the condition of tenure “during her Majesty's pleasure,” as attaching to the office of the Indian judges—namely, liability to removal for gross misconduct by the direct action of the Crown, and consequent liability to censure for minor acts of misconduct, among which we cannot consent to include the delivery of decisions dissented from by the Viceroy. Lord Salisbury's more stringent construction of the terms of Indian judicial appointments may be the right one; but all we can say is that the single argument on which he rests it carries no conviction to our mind. The theory to which he stands committed seems to us to be most disputable in itself; and we can only regret, therefore, that, considering the extreme gravity of its involved consequences, it has been put forth. Even if it be the true one, we are inclined, with Sir Erskine Perry, to doubt greatly the expediency of reminding the judges of India who are claiming immunity from Government interference, that they hold their offices by the tenure which produced the most shameful subserviency to the

Government on the part of judges that is recorded in history.” Nor, supposing Lord Salisbury's theory to be sound, are we at all reassured by his reminder to Lord Lytton that “any executive action trenching on the independence of judges in the exercise of their purely judicial functions could only be justified by reasons of extreme necessity.” For we have been unable, even by the most vigorous exercise of the imagination, to form an abstract conception of any of these mysterious “reasons of extreme necessity,” or to suppose any concrete case in which such interference could be other than profoundly mischievous.—*Pall Mall Gazette.*

## Court Papers.

### HIGH COURT OF JUSTICE—CHANCERY DIVISION.

#### WHITSUNTIDE VACATION.

During the Whitsuntide vacation the chambers of the Vice-Chancellor Sir Richard Malins (Mr. Justice Field or Mr. Baron Huddleston acting as vacation judges for the time being), No. 3, Stone-buildings, Lincoln's-inn, will be open on Tuesday, the 22nd of May, 1877, from eleven till one o'clock.

The chambers of the judges (Chancery Division)—other than those of the Vice-Chancellor Sir Richard Malins—are closed from Friday, the 18th inst., at four o'clock p.m., and will be re-opened on Wednesday, the 23rd of May, at ten o'clock a.m.

#### LONDON.—EASTER SITTING 1877.

#### LIST OF ACTIONS FOR TRIAL.

(Continued from page 546.)

- Q B 169 Moffatt & ors (Ingledew, I, & G) v Williams (Plews, I, & H)
- Q B 170 Pitt (J Strutt) v Stidder (Bell, C, & G)
- C P 171 Bergheim (W A Crump & Son) v Great Eastern Ry Co (W H Shaw) SJ
- Q B 172 Dubois (H Reid) v Gordon (W Arnold) SJ
- C P 173 Merritt & anr (Chapman & L) v Gilbert (Taylor & J)
- Q B 174 Hubbard & Co (Waltons, B, & W) v Thomas Wilson, Sons, & Co (Lowles & Co) SJ
- C P 175 Meller (W F Nokes) v Hogan (Hogan & H)
- Q B 176 Bywater & wife (G Brown) v Metropolitan Ry Co (Burchells)
- Q B 177 Thwaites (Bockett & Son) v Evans (J C Smith)
- C P 178 Fermie (G Lockyer) v Fuelling (W W Wright)
- C P 179 Purry (Same) v Same (Same)
- C P 180 Hopcraft & anr (J Rae) v Forbes, Forbes, & Co Scringear & Co (Lynne & H) SJ
- C P 181 Allen (Roberts & B) v Wakefield (Waltons, B, & W) SJ
- Ex 182 Batley (W R Preston) v Stevens (J Mote)
- C P 183 Goodhew (Brider & C) v Williams the younger (R C Chipperfield)
- C P 184 Meyer & Co (W A Crump & Son) v Smith & Simpson (Cordwell & T)
- C P 185 Carey (Same) v Liverpool & London Steamship Mutual Insurance Co (Stocken & J) SJ
- C P 186 Same (Same) v London Steamship Owners Mutual Protecting Association (Same) SJ
- C P 187 Colclough (H Gething) v Harrison (Parkers) (without a Jury)
- Q B 188 Edmonds (Cattarns, J & H) v Jack (Bowker, P, B, & C)
- Q B 189 Native Guano Co, lind (Carr, B, & Co) v Grant (Brandons)
- Ex 190 Smith & ors (Wyatt & B) v Bray (Pownall, Son, C & K)
- C P 191 Levy (W A Crump & Son) v Anderson (Hollams, Son, & C)
- C P 192 Lopez (H Montagu) v Rae (G R Innes & Son)
- C P 193 The Association of Land Financiers, lind (Crook & S) v Eaton (Truefitt & G)
- Ex 194 Wizard (Jones, Blaxland, & Son) v Lloyd (J M Allen)
- Q B 195 Schutte (Druce, Sons, & J) v Storey (Worthington, R & Co)
- C P 196 Strong (Heather & Son) v James & anr (Bridges & Co) SJ
- Q B 197 North Eastern Banking Co, lind (Shum & Co) v Sadler (J & R Gole)
- Q B 198 Same (Same) v Imeson (Same)

- Ex 199 Baum & anr (R Miller & W) v Bryson & Co (W Foaster)
- C P 200 Walker & Morgan (J Edell) v Peall, Roy, & Co (A Carr & Son) SJ
- Q B 201 Blundell Bros (Cattarns, J, & H) v Harman & Co (Paterson, Sons, & G) SJ
- Ex 202 Ford (J V Musgrave) v Norwood (Hollams, Son, & C)
- Q B 203 Sandford (L Keays) v Buckley (T Horrex)
- Q B 204 Carter (Ingledeew, I, & G) v Low (S Solomon)
- Q B 205 Jewesbury (Same) v Same (Same)
- Q B 206 Harvey (G & W Webb) v Foster (Auster De Gex & Co)
- C P 207 Lopez (H Montagu) v Floris (Bradford, R, & Co)
- Q B 208 Breslau (Brighten & P) v Barnard (A E Webb)
- Q B 209 Huntley, Berner, & Co (Shum & Co) v Patton, Junr, & Co (J McDiarmid)
- C P 210 Graf & anr (W A Crump & Son) v Balfour (W Webb) SJ
- Q B 211 The Patent Gunpowder Co, limd (H J V Philpot) v Dalglash (E M Chubb)
- Ex 212 Hesse (S Mayhew) v Baird (W F Nokes)
- C P 213 Rumsey (Lee & P) v Nicholl (Few & Co)
- C P 214 Nicholls (Harper, B, & B) v Gorinflat (L Goldberg) SJ
- Q B 215 Tubbs & anr (Chapple & W) v Pearson & anr (A West)
- Q B 216 Beachim (Vallance & V) v Thompson (F W Snell) SJ
- Q B 217 Unwin (Hubbard, Son, & E) v Reckitts (Cowdell, G, & B)
- Q B 218 Marwood (G & W Webb) v Trattles (J W Hickin)
- Ex 219 Balcombe (Jones B & Son) v James & anr (Bellamy & Co)
- Q B 220 Turnbull (Shum & Co) v Gowland (Harcourt & McArthur)
- Q B 221 Jones (Keen & R) v Evans & ors (Bell & Co)
- Ex 222 Lyons (H W Christmas) v Chappell (J M Barnard)
- Ex 223 Hayne (E F B Harston) v Bagdatopoulos (L Barnett) SJ
- Ex 224 Wilson (Miller & M) v Roden (Gregory & Co)
- Q B 225 Harvey & anr (Lewis & Lewis) v Thin & anr (Neal & P) SJ
- Q B 226 Longbottom (Van Sandau & C) v Stephenson, Clarke, & Co (Wilkins, B, & F) SJ
- Ex 227 Jones (Truefitt & G) v Levy and Co (W M Flegg)
- Ex 228 Norman (Same) v Fowler (T Bowker)
- C P 229 Kruszniski (H Montagu) v Gelder (J C Button & Co)
- Ex 230 Olding & ors (J J Keily) v Clarke & anr (R W Marsland; Chapman, T, & P) SJ
- Q B 231 Herman (Lewis & Lewis) v Bartholomew (Beard & Son)
- Q B 232 Aulivier (Blachford, R, K, & W) v Goddard (W Arnold)
- C P 233 The Michigan Car Co (Cope & Co) v Grant (J J Ridley)
- C P 234 Wright (Jno Wright) v Baumgarten (J B Churchill)
- Q B 235 Widnet Alkali Co, limd (Goldring & Juke) v Chester (Stoneham & L) SJ
- Q B 236 Dever, Trustees, &c (Morley & S) v Burstall (W T Manning)
- C P 237 Davis (Harcourt & McA) v Landrock & anr (S H Behrendt; R & A Russell)
- Ex 238 The Commercial Bank of Scotland (S R Hoyle) v Noble & anr (Wilkinson & Son) SJ
- Q B 239 Petherbridge (Farrar & F) v London & South-Western Ry Co (L Crombie)
- C P 240 Symons (R W Stacpoole) v Barker & anr (Russell, Son, & S)
- C P 241 Beynolds (E Hughes) v Bower & ors (Coombe & W)
- C P 242 Jackson & Graham (W F Nokes) v Curteis (A Rhodes)
- Q B 243 Westrops (Hollams, Son, & C) v Randall (S W Johnson)
- Q B 244 Herran (Travers, Smith, & B) v Pim (Mayhew & Son) SJ
- Ex 245 Brake (F Dollman) v Barber (W H Brooke)
- C P 246 Barrow (H Montagu) v The City Bank (Ingle, C, & H)
- C P 247 Marshall (G M Wetherfield) v Dorbar (W T Ricketts)
- Ex 248 Raphael (H J Coburn) v Heintz (Nash & F)
- Ex 249 Seward & anr (J F Raw) v Metropolitan Ry Co (Burchells)
- Ex 250 Hill (J P Ogle) v Head (Thompson, Son, & B)
- C P 251 Cawley (Bungyne, M, B, & T) v Hayward (Lowless & Co)
- C P 252 Same (Same) v Same (Same) (2nd Action)
- C P 253 Sydenham (Hoppe & B) v Bolton (Hilliar & T)
- Q B 254 Comyn (Leary, L, & P) v Dimadale (W H Roberts)
- Q B 255 Gwynne & anr (Ingledeew, I, & G) v W Walker & Co (Flux & Co) SJ
- Ex 256 Richmond (Thomson, Son, & B) v Gough & ors (Monckton, L, & Co)
- C P 257 Cunningham (Lowless & Co) v Dunn & anr (Miller & S) SJ
- C P 258 Breffit (A Jones, T, & G) v Williams (Norris, A, & C)
- C P 259 Walker & anr (J E Turner) v Balfour & ors (Trinders & Curtis Hayward; Elmslie & Co; Gregory & Co) SJ
- Ex 260 Birnie (Stocken & J) v Michael (Wilkinson & H)
- Q B 261 The Imperial Bank, limd (Maples & Co) v Bruges (Abrahams & R) SJ
- C P 262 The Association, &c (Waltons, B, & W) v W Lamplough & Co (Parker & Clarke) SJ
- Ex 263 Fenner & anr (F Dollman) v Rooney (Harper, B, & B)
- Q B 264 Walker (F Bradley) v Gabrielli (Norton, R, & Co) SJ
- Q B 265 Foot (Pritchard & Sons) v Pepper (Jno Watson)
- Ex 266 Kempson (Miller & Miller) v Lambert (Johnson, U, & Co) SJ
- Q B 267 Blondel (Smith, F, & L) v Broome & anr (Mullens & B)
- Q B 268 Best, Marshall, & Co (F Bradley) v Emden (W Rogers)
- C P 269 Worrall (J Mote) v Goodacre (W A Downing)
- Q B 270 Lord Aveland (Neal & P) v Poole & anr (Beaufort & W)
- C P 271 Case (Lowless & Co) v Staley, Radford, & Co (Plews, I, & Co)
- C P 272 Coulter & anr (Same) v Dan & anr (J & H Farmfield)
- C P 273 Robarts (Trinders & Co) v Fifoot & anr (Plews & Co) SJ
- Ex 274 Cole & ors (Thomson, Son, & B) v Pokorny & anr (G Blagden)
- Q B 275 Tranter (T J Angell) v North Metropolitan Tramways Co (H C Godfray) SJ
- C P 276 Lloyd (J M Allen) v Morgan (T G Everill) (1st Action)
- C P 277 Same (Same) v Same (Same) (2nd Action)
- Ex 278 Langford (A C Lewis) v South Devon Shipping Co (T Cooper)
- Q B 279 Iversen (Ingledeew, I, & G) v Wake & Co (Lowless & Co)
- C P 280 Tallerman (H Montagu) v Bloo & anr (Hughes, Hooker, & Co)
- C P 281 Moy (Lowless & Co) v The Whity Steamboat Co (Bell, B, & G)
- C P 282 Soppitt (Venning, R, & V) v Morrow (Bishop P J)
- Ex 283 Hill (Ingle, C, & H) v Meacock (A S Godfrey)
- Ex 284 Smith (Pyke, I, & P) v North Maritime Insurance Co, Limd (H C Coote)
- Q B 285 Yeoman (Bischoff, B, & B) v Great Northern Railway Co (Emmets & Son) SJ
- Q B 286 Fraser & Co (Stibbard, G, & C) v Burrows (Waltons, B, & W) SJ
- Ex 287 London & Provincial Bank, Limd (Jones, B, & Son) v Marpole (E W Cross)
- C P 288 Wood (Trinders & Co) v Wright (Sharp & Co)
- Ex 289 Hughes (Hilliar & T) v Great Northern Railway Co (Johnston, F, & L)
- Ex 290 Rogers & Chave (In Person) v McIntosh (Pitman & L)
- Q B 291 Rennie (Hollams, Son, & C) v London & Yorkshire Steamship Co (Cattarns, J, & H) SJ
- Q B 292 Punchard & ors (Ingledeew, I, & G) v Pothonier & Co (Hollams, Son, & C)
- C P 293 Duncan & ors (T Cooper) v Trustees & Commissioners of the Port of Lancaster (Pritchard & Sons) SJ
- C P 294 Sharp (J Mote) v Bird (Pritchard, E, & Co)
- Ex 295 Richard (Mercer & Mercer) v Grant, & Clark & Punchard (Ashurst, M, & Co; Blunt, T, & L)
- Ex 296 Thurburn (Same) v Same (Same)
- Ex 297 Anderson (Same) v Same (Same)
- Ex 298 Aldred (Same) v Same (Same)
- Ex 299 F Broadbent (Same) v Same (Same)
- Ex 300 J Broadbent (Same) v Same (Same)
- Ex 301 S Broadbent (Same) v Same (Same)
- Ex 302 Browne (Same) v Same (Same)
- Ex 303 Bainton (Same) v Same (Same)
- Ex 304 Berry (Same) v Same (Same)
- Ex 305 Cross (Same) v Same (Same)
- Ex 306 Copley (Same) v Same (Same)
- Ex 307 Cooke (Same) v Same (Same)
- Ex 308 Cloutie (Same) v Same (Same)
- Ex 309 Carlisle (Same) v Same (Same)
- Ex 310 Cooper (Same) v Same (Same)
- Ex 311 Corson (Same) v Same (Same)
- Ex 312 Dand (Same) v Same (Same)
- Ex 313 Dawson (Same) v Same (Same)
- Ex 314 Eyre (Same) v Same (Same)
- Ex 315 Glover (Same) v Same (Same)
- Ex 316 Hanam (Same) v Same (Same)
- Ex 317 Lord Hawke (Same) v Same (Same)
- Ex 318 Hensely (Same) v Same (Same)
- Ex 319 Hodgson (Same) v Same (Same)
- Ex 320 Hull (Same) v Same (Same)
- Ex 321 Huntriss (Same) v Same (Same)
- Ex 322 Joule (Same) v Same (Same)
- Ex 323 Johnson (Same) v Same (Same)
- Ex 324 Lawson (Same) v Same (Same)
- Ex 325 Lister (Same) v Same (Same)
- Ex 326 R Moir (Same) v Same (Same)
- Ex 327 J Moir (Same) v Same (Same)
- Ex 328 Merce (Same) v Same (Same)
- Ex 329 Morris (Same) v Same (Same)

Ex 330 Blane (Same) v Same (Same)  
 Ex 331 Marshall (Same) v Same (Same)  
 Ex 332 Noblett (Same) v Same (Same)  
 Ex 333 Okell (Same) v Same (Same)  
 Ex 334 Peterson (Same) v Same (Same)  
 Ex 335 Pape (Same) Same (Same)  
 Ex 336 Redfern (Same) v Same (Same)  
 Ex 337 Rowlands (Same) v Same (Same)  
 Ex 338 Seaman (Same) v Same (Same)  
 Ex 339 Sewell (Same) v Same (Same)  
 Ex 340 G Stevenson (Same) v Same (Same)  
 Ex 341 L C Stevenson (Same) v Same (Same)  
 Ex 342 Schofield (Same) v Same (Same)  
 Ex 343 Spowforth (Same) v Same (Same)  
 Ex 344 Sherriff (Same) v Same (Same)  
 Ex 345 Shane (Same) v Same (Same)  
 Ex 346 Stone (Same) v Same (Same)  
 Ex 347 Thomas (Same) v Same (Same)  
 Ex 348 Treacher (Same) v Same (Same)  
 Ex 349 Townsend (Same) v Same (Same)  
 Ex 350 Watherson (Same) v Same (Same)  
 Ex 351 Wilden (Same) v Same (Same)  
 Ex 362 Wallis (Same) v Same (Same)  
 Ex 353 Waugh (Same) v Same (Same)  
 Ex 354 B Wood (Same) v Same (Same)  
 Ex 355 E T W Wood (Same) v Same (Same)  
 Ex 356 Wilmot (Same) v Same (Same)  
 Ex 357 Weaver (Same) v Same (Same)  
 Ex 358 Warren (Same) v Same (Same)  
 Ex 359 Taylor (Same) v Same (Same)  
 Ex 360 Turner (Same) v Same (Same)  
 Ex 361 Lowe (Same) v Same (Same)  
 Ex 362 Conyngham (Same) v Same (Same)  
 Ex 363 York (Same) v Same (Same)  
 Ex 364 Copestate, exor, &c (Same) v Same (Same)  
 Ex 365 Way, exor, &c (Same) v Same (Same)  
 Ex 366 Deane (Same) v Same (Same)

QB 367 Eastwood (Bell, B, & G) v Petrie (S Toppin)  
 QB 368 Tubbs & anr (Chapple & W) v Robson (Parker, Lee, & O)

Ex 369 Bevan (Janson, C, & P) v Barber (Keighley, S, & B) SJ

Ex 370 Chandler (T Durant) v Bennett (G Reader)

QB 371 Meagher & anr (T J Angell) v Nalder (Prior, B, & Co)

Q B 372 Lyttle's Iron Agency, lind (Stibbard, G, & C) v Johnson (Lewis & I)

Q B 373 Same (Same) v Haward (Same)

Q B 374 Aldridge (Stokes, Saunders, & S) v Blackmore (Kennedy & Co)

Q B 375 Same (Same) v Avery (E W Cross)

CP 376 Allen (Robert & B) v The Gauthoid Marine Insurance Co of Gothenburg (Druce, Sons, & J)

CP 377 Same (Same) v The Marine Insurance Co Norden, lind, of Gothenburg (Same)

Ex 378 Cobb (Champion, R, & P) v City of London Brewery Co (W T Ricketts)

Ex 379 Chatterley, Trustee, &c (Whites, R, & Co) v Shilling (W R Preston)

CP 380 Thomas (Parker & Clarke) v Hogg, Walker, & Co (Waiters & G) SJ

CP 381 Scott (R Charles) v General Steam Navigation Co (W Batham)

Ex 382 James Watt & Co (G Webb) v Mersey Steel & Iron Co, lind (Norris, A, & C) SJ

CP 383 Oakes & anr (Dalton & J) v The Midland Ry Co (W R Stevens)

Ex 384 Davies (Learyard & P) v Price (J A Bertram)

Ex 385 Morrison (W G Morris) v The North Metropolitan Tramways Co (H C Godfrey)

Q B 386 Schornrenberg & anr (Bradford, R, & Co) v Jacobs & anr (M H Levinton)

Ex 387 Verden (Kerly) v Showler (Tillyard & G)

Q B 388 Price, Trustee, &c (Lewis, M, & L) v Henderson (Clarkes, R, & C)

When Actions are settled out of Court the solicitors are particularly requested to withdraw the pleadings, as great expense and uncertainty are occasioned to the other suitors by their continuing in the list.

### PUBLIC COMPANIES.

May 18, 1877.

### INDIAN GOVERNMENT SECURITIES.

Ind. Stk., 5 per Cent., July, '80, 106 Ditto for Account, —	Ent. Pr. 54 per Cent., May, '79, 91 Ditto Debentures, 4 per Cent.
Ditto 4 per Cent., Oct. '88, 102 Ditto, ditto, Certificates —	April, '64 Do. 5 per Cent., Aug. '73 Do. Bonds, 4 per Cent. £1000
Ditto Enforced Ppr., 4 per Cent. 88 2nd Ent. Pr., 5 per C., Jan. '72	Ditto, ditto, under £1000

### GOVERNMENT FUNDS.

3 per Cent. Consols, 94½ Ditto for Account, 94½ Do. Spec. Cent. Reduced, 94 New 3 per Cent., 94 Do. 3½ per Cent., Jan. '94 Do. 2½ per Cent., Jan. '94 Do. 5 per Cent., Jan. '73 Annuities, Jan. '80	Annuities, April, '85, 9½ Do. (Red Sea T.) Aug. 1908 Ex Bills, £1000, 2½ per C. 2 pm Ditto, £500, Do., 2 pm. Ditto, £100 & £200, 2 pm. Bank of England Stock, — per Ct. (last half-year) 257 Ditto for Account.
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### RAILWAY STOCK.

	Railways.	Paid.	Closing Prices
Stock Bristol and Exeter	100	—	
Stock Caledonian	100	116½	
Stock Glasgow and South-Western	100	102	
Stock Great Eastern Ordinary Stock	100	47½	
Stock Great Northern	100	134	
Stock Do., A Stock*	100	126½	
Stock Great Southern and Western of Ireland	100	125½	
Stock Great Western—Original	100	98	
Stock Lancashire and Yorkshire	100	123½	
Stock London, Brighton, and South Coast	100	115	
Stock London, Chatham, and Dover	100	19	
Stock London and North-Western	100	145½	
Stock London and South Western	100	137½	
Stock Manchester, Sheffield, and Lincoln	100	67½	
Stock Metropolitan	100	106½	
Stock Do., District	100	43½	
Stock Midland	100	125	
Stock North British	100	91½	
Stock North Eastern	100	149	
Stock North London	100	146½	
Stock North Staffordshire	100	68	
Stock South Devon	100	68	
Stock South-Eastern	100	122	

\* A receives no dividend until 6 per cent. has been paid to B.

### BIRTHS, MARRIAGES, AND DEATHS.

#### MARRIAGES.

HODGE—HERMON—May 26, at Rotherfield Peppard, Robert T. Hodge, Esq., of Worcester College, Oxford, B.A., eldest son of G. W. Hodge, Esq., Newcastle-upon-Tyne, to Frances Caroline, only daughter of Edward Hermon, Esq., M.P., of Wyfold Court, Henley-on-Thames, Oxon.

JEFFREYS—FENWICK—May 15, at St. Peter's, Bournemouth, Arthur Frederick Jeffreys, of the Inner Temple, barrister-at-law, to Amy Constantia, eldest daughter of George J. Fenwick, Esq., of Crag-head.

PEEBLE—FRYER—May 14, at Holy Trinity Church, Bournemouth, Richardson Peale, solicitor, Durham, to Annie Isabel (Anabel), elder daughter of T. M. Fryer, of Yorevale Bournemouth.

#### DEATH.

MEWBURN—May 9, at Harewood-grove, Darlington, Jane, widow of Thomas Marshall Mewburn, solicitor, of Darlington, formerly of Peterborough, aged 60.

### LONDON GAZETTES.

#### Professional Partnerships Dissolved.

TUESDAY, May 15, 1877.

CROSS, William Bowyer, and William Cox, Bradford, York, and Southport, Lancashire, Solicitors. May 12

#### Winding up of Joint Stock Companies.

FRIDAY, May 11, 1877.

#### LIMITED IN CHANCERY.

Duchess of Westminster Silver Lead Ore Company, Limited.—By an order made by the M.R., dated May 5, it was ordered that the above company be wound up. Layton and Jaques, Ely place, Holborn, solicitors for the petitioner

Hawne Collieries Company, Limited.—Petition for winding up, presented May 8, directed to be heard before the M.R. on June 2. Lanfear and Stewart, Abchurch lane, solicitors for the petitioner Regent Iron Works Company, Limited.—Creditors are required, on or before June 8, to send their names and addresses, and the particulars of their debts or claims, to Charles Augustus Harrison, Waterloo st, Birmingham. Friday, June 22, at 11, is appointed for hearing and adjudicating upon the debts and claims

TUESDAY, May 15, 1877.

#### LIMITED IN CHANCERY.

Bultron and Huéla Railway and Mineral Company, Limited.—By an order made by V.C. Bacon, dated May 5, it was ordered that the above company be wound up. Heritage, Nicholas lane, solicitor for the petitioner

Hawne Collieries Company, Limited.—Petition for winding up, presented May 9, directed to be heard before V.C. Mails on June 1.  
Hughes and Co., Budge row, Cannon st., solicitors for the petitioner's Langham Skating Rink Company, Limited.—The M.R. has fixed Saturday, May 19, at 12, at his chambers, as the time and place for the appointment of an official liquidator.

## COUNTY PALATINE OF LANCASTER.

North Lonsdale Deposit Bank, Limited.—Petition for winding up, presented April 26, directed to be heard before the V.C., at 6, Stone buildings, Lincoln's inn, on Monday, May 28, at 10.30. Plant and Abbott, Preston, agents for Bradshaw, Barrow-in-Furness, solicitor for the petitioner.

## Friendly Societies Dissolved.

FRIDAY, May 11, 1877.

Grand Master's Council Friendly Society, Commercial Inn, Morley, York, May 7.  
Lymn Female Friendly Society, Green Dragon, Heatley Heath, Lymn, Cheshire. May 7.

## Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, May 11, 1877.

Blake, Helen, Earl's terrace, Kensington. June 11. Solicitor for the Treasury v Attorney-General, M.R. Hare, Surrey st, Victoria Embankment.  
Combes, John, Devizes, Wilts, Auctioneer. June 15. Randell v Bracher, V.C. Hall. Day, Devizes.  
Foster, Mary Runsey, Wendover, Bucks. June 13. Parrott v Savory, V.C. Hall. Flux and Leadbitter, Leadenhall st.  
Homes, Susan, Stretton-on-Grandison, Hereford. June 15. Spencer v Smith, V.C. Hall. Piper, Ledbury.  
Jones, William, Ratley, Warwick, Farmer. June 11. Jones v Caless, V.C. Mails, Glynnes, Mark lane.  
Kingdon, Elizabeth, Kelso, Scotland. June 9. Kingdon v Scott, V.C. Hall. Kingsford and Co., Essex st, Strand.  
Wilson, Ann Clementina, North rd, Fulham. June 5. Stuart-Menteth v Campbell, M.R. Pemberton, Whitehall place.

TUESDAY, May 15, 1877.

Barton, Thomas, Wigton, Lancashire, Tailor. June 15. Hesketh v Kershaw, V.C. Hall. Woodcock, Wigan.  
Kaye, Sir John William, Rose Hill, Forest hill, Knight. June 20.  
Nutter v Stewart, V.C. Hall. Thomson and Co., Broad lane.  
Milner, Thomas, Bradford, York, Gardener. June 9. Milner v Milner, V.C. Bacon. Gaunt, Bradford.  
Perkins, Harriet, Simeon st. June 12. Perkins v Mitchell, M.R. Potter, King st.  
Robertson, Donald, Tottenham, Commercial Agent. June 9. Owen v Robertson, M.R. Venn, Finch lane, Cornhill.  
Southgate, John, Priory grove, South Lambeth, Cowkespar. June 14.  
Birdsey v Fells, V.C. Mails. Apps, South sq, Gray's inn.  
Sparsing, William, Warterville rd, Ilalngton, Solicitor. June 12.  
Sparsing v Sparsing, V.C. Bacon. Groom, Raymond buildings, Gray's inn.  
Walesby, Catherine Constantia, Brighton, Sussex. June 8. Ellman v Fullagar, M.R., Greenhill, Gracechurch st.

## Creditors under 22 &amp; 23 Vict. cap. 25.

Last Day of Claim.

FRIDAY, May 4, 1877.

Bayley, George, Half Moon st, Piccadilly, Esq. June 12. Gregory and Co., Bedford row.  
Billingham, Amelia Christians, Water lane, Croydon. June 10.  
Truefit and Gane, Bishopsgate st within.  
Berger, Samuel Benjamin Edward, Woodford, Essex, Esq. June 16. Hallam and Co., Mincing lane.  
Bouanque, Harriet Alicia, Paddington green. July 5. Norris and Co., Bedford row.  
Bowen, William Hallam, Salt hill, Buckingham, Hotel Proprietor. June 30. Darvill and Co., New Windsor.  
Bovington, Edward Thomas, New Windsor, Berks, Esq. June 16. Darvill and Co., New Windsor.  
Braun, Caroline, Clifton, Bristol. Aug 1. Forshaws, Liverpool.  
Brittlebank, Benjamin, Winsford, Derby, Gent. May 24. Stone, Works-  
worth.  
Catchside, Matthew, St John Lee, Northumberland, Farmer. June 30. Youl, Newcastle-upon-Tyne.  
Collins, Amelia, Ryde, Isle of Wight. June 14. Batters, Old Broad st Coombes, James, Milton, Berks, Farmer. June 24. Sedgfield and Fryce, Abingdon.  
Dimon, Rev Charles Harding, Worcester. June 24. Knott, Worcester.  
Dodd, Jane, Rainham, Kent. June 6. Harwood, Cannon st.  
Embleton, Richard, Wilberforce rd, Seven Sisters' rd, out of business. June 28. Nicholls, Lincoln's inn fields.  
Farmer, John, Chaddie, Cheshire, Gent. June 30. Thorley and Hampson, Manchester.  
Garrett, William, Crosthwaite, Westmoreland, Yeoman. June 14. Harrison and Son, Kendal.  
Gillet, Joseph Francis, Piccadilly, Gent. June 24. Rye and Eyre, Golden sq.  
Harwood, Anne, Sheldene, Cambridge. July 21. Broomhead and Co., Sheffield.  
Hoole, Charles, Sheffield, Gent. July 21. Broomhead and Co., Sheffield.  
Horton, William, Birmingham, Gent. June 8. Ryland and Co., Birmingham.  
Howe, Right Hon Harriet Mary, Countess, South Audley st. June 1. Parkin and Pagden, New sq, Lincoln's inn.  
Kirkwood, Hannah, Monkwearmouth, Durham. June 9. Alocoo, Jun, Sunderland.  
Leach, John, Over Darwen, Lancashire, Power Loom Weaver. June 10. Costeker, Over Darwen.  
Lindsay, James, Bread st, Chespeids, Berlin Wool Merchant. June 25. West and Co., Cannon st.

Maynard, Thomas, Wokingham, Berks, Builder. June 20. Cooks, Wokingham.  
McCulloch, David, London wall, Merchant. May 21. Janson and Co., Finsbury circus.

McKenzie, John Livingston Learmonth, Woodfield terrace, Harrow rd, Gent. June 15. Whitakers and Woobert, Lincoln's inn fields, Morris, Frances, Hallwell, Lancashire. June 30. Grundy, Bolton Traveller. June 4. Perry, Basinghall st.

Oldfield, Sarah, Finchley rd. June 8. Reece and Letcher, Furnival's inn.  
Pearall, Rev John Spencer, Godalming, Surrey, Congregational Minister. June 25. West and Co., Cannon st.

Percival, Anthony, King Henry's rd, South Hampstead, Wm Merchant. July 1. Fisher, Essex st, Strand.

Plant, John, Sheffield, Corn Merchant. June 14. Burdakin and Co., Sheffield.  
Roberts, Sarah, Yardley, Worcester. June 25. Blewitt, Birmingham.  
Sharp, Edward Lees, Maldon, Essex, Gent. June 16. Digby and Co., Maldon.

Smith, William, Bowling Green Farm, Worcester, Farmer. June 1. Knott, Worcester.

Stagg, Neptune Henry, Balsall Heath, Worcester, out of business. June 25. Powell, Birmingham.

Thomas, David, Low Haile, York, Farmer. May 21. Steavenson and Meek, Darlington.

Thorley, George, Manchester, Gent. June 30. Thorley and Hampson, Manchester.

Townley, Richard, Leeds, Esq. July 1. Simpson and Burrell.

Vanderbilt, Conrad Pieter Elisa, Peckham grove, Camberwell, Yeast Merchant. June 24. Webb, Austinfairs.

Winn, Thomas, Allesley, nr Coventry, Farmer. June 6. Twist and Sons, Coventry.

Wittmann, Philip Adolphus, Great Marlborough st, Merchant. June 16. Lockyer, Gresham buildings, Guildhall.

TUESDAY, May 8, 1877.

Balmforth, Charles, Slaithwaite, nr Huddersfield, Yorkshire, Gent. June 9. Ramsden and Sykes, Huddersfield.

Baron, Charles John, Little Wyndley, Hertford, Gent. June 24. Hawkins and Linsell, Hitchin.

Bernays, Maurice, Charter House, Gent. June 12. Palmer and Co., Trafalgar sq, Charing cross.

Brown, John Bower, Woodthorpe Hall, Handsworth, York, Esq. July 1. Wake, Sheffield.

Browning, Charles Calvert, Conduit st, Regent's st, Gent. July 7. Thomas, Regent's st.

Burgioine, Alice, Aughton, Lancashire. June 8. Tyrer and Co., Liverpool.

Byrne, Frances Charles, Buckingham Palace rd. June 9. Nicholl and Co., Howard st, Strand.

Campion, Joseph, Ruswarp, York, Esq. June 1. Gray and Co., Whalley.

Coleman, Robert Henry, Tibenham, Norfolk, Yeoman. June 31. Cloves, New Buckenham.

Dickinson, John, Upper Brook st. July 1. S. S. Dickinson, Brown's Hill, Stroud.

Dodsworth, Emma, Colombo, Ceylon. June 24. Blagg and Son, Cheadle.

Dumbleton, Henry, Thornhill Park, nr Southampton, Esq. July 1. Parkin and Pagden, New sq, Lincoln's inn.

Emms, James, Kingston-on-Thames, Surrey, Saddler. June 1. Buckland, Bishopsgate st within.

Forster, Sophia Hill, Cheltenham, Gloucester. July 1. Winterbottom and Co., Cheltenham.

Gent, Mrs. Ann, Cambridge. June 1. Grain, Cambridge.

Gibson, John, Manchester, Colliery Proprietor. July 1. Swinburne and Co., Manchester.

Glesier, Charles Frederick, Savile row, Esq. June 1. Farrer and Co., Lincoln's inn fields.

Goulder, Christopher, Gunthorpe, Norfolk, Farmer. June 1. Foster, Ayisham.

Harham, Samuel, Marton-by-Gainsborough, Lincoln, Farmer. July 2. Tweed and Stephen, Lincoln.

Hawkyard, Herbert, Gayndah, Queensland, Australia, Shipping Clerk. July 9. Brooks and Co., Ashton-under-Lyne.

Hill, Letitia, Ledbury, Hereford. June 20. Humfrys, Hereford.

Leach, James, Liverpool, Oil Refiner. June 4. Martin, Liverpool.

Lusby, Gresswell, Hastothe, Lincoln, Farmer. June 21. Lusby, Hastothe, Willoughby.

Kennaway, Mark, Exeter, Esq. June 20. Ayurst, Great College st, Westminster.

Minton, Louisa, Hereford. June 26. Humfrys, Hereford.

Nicholl, Martha, Haifa, York. June 1. Holroyde and Smith, Halifax.

Nicholson, Thomas, Wigan, Lancashire, Temperance Hotel Keeper. May 9. Stuart, Wigan.

Pickles, Richard, Wakefield, York, Gent. June 15. Fernandes, Wakefield.

Friestley, Mary Elizabeth, Toxteth Lodge, Stamford Hill. July 2. De Jersey and Co., Gresham st west.

Rayner, Thomas Shering, Hoywood, Lancashire, Gent. June 1. Grundy and Co., Manchester.

Roberts, William, Thorneycroft, Lancashire, Esq. June 30. Haworth, Burnley.

Ronald, Maria Laura, Manchester sq. May 15. Davidson and Burch, Spring gardens.

Ryland, Arthur, Bromsgrove, Worcester, Solicitor. Aug 10. Ryland and Co., Birmingham.

Smith, Rev Samuel, Barrowford, Lancashire. June 30. Haworth, Burnley.

Splaton, Thomas, Mayneil Langley, Derby, Farmer. June 1. Flint, Derby.

Spry, Thomas, Plympton St. Mary, Devon, Retired Inn Keeper. June 5. Easton, Plymouth.

Scott, James, Rawtenstall, Lancashire, Yeoman. June 2. Ashworth, Waterfoot.

Titterton, Henry, Warwick, Doctor of Medicine. June 16. Large, Loxington.

Travers, William, Catford bridge, Kent. May 30. John Nash, Wellington st, Strand  
Wainy, Isabella, Craven terrace, Ealing. May 31. Hollingsworth and  
Co, East India avenue  
Walker, William, Goldsborough, York, Farmer. June 30. Kirby and  
Son, Knaresborough  
Walls, George, Mackadow, Sheldon, Warwick, Farmer. May 31.  
Smith, Birmingham  
Wigley, Jedediah, Ilkeston, Derby, Gent. June 30. Flint, Derby  
Wilksme, George, Tunbridge Wells, Kent, Builder. June 3. Mason,  
Gresham st  
Wilsburgh, Sir John Pollard, Slough, Bucks, Bart. July 1. S. S.  
Dickinson, Brown's Hill, Stroud  
Wood, Henry, Wrexham, Denbigh, Gent. June 1. Taylor and Co,  
Bradford

FRIDAY, May 11, 1877.

Atkinson, Thomas, Farmer, Grayrigg, Westmoreland, Yeoman. June  
30. Swanson, jun, Kendal  
Bailey, Charles Holloway, Portsea, Hants, Merchant. June 23. Reed,  
Portsea  
Baily, Margaret, Old Brentford. June 8. Irwin and Nash, Gray's inn  
sq  
Bangham, Stephen, Canterbury, Gent. July 10. Plummer and Field-  
ing, Canterbury  
Bean, William Smithyman, Albert sq, Clapham rd, Warehouseman.  
Aug 9. Ikin, Lincoln's Inn fields  
Buckley, Samuel, Bolas Magna, Salop, Farmer. June 15. Minor,  
Manchester  
Carter, James, Wennington, Lancashire, Yeoman. June 18. Sharp  
and Son, Lancaster  
Cassons, Sarah, Hornastle, Lincoln. June 4. Dee, Horncastle  
Dixon, James Henry, Lausanne, Switzerland. July 7. Harris, Moor-  
gate st  
Dixon, Robert William, Seaton Carew, Durham, J.P. June 30. Harris,  
Moorgate st  
Dotsworth, Emma, Colombo, Ceylon. June 24. Blagg and Son,  
Chester  
Eade, Isaac, High Holborn, Glass Merchant. June 11. Gregory,  
Bishopsgate st  
Elmore, Frances Holroyd, Osneybury st, Regent's Park. June 24.  
Aldridge, Montague place  
Garnett, William, Croftswaite, Westmoreland, Yeoman. June 14.  
Harrison and Son, Kendal  
Harley, Richard, Hereford, Butcher. June 9. Corner, Hereford  
Henderson, Charles Murray, Albermarle st, Doctor of Medicine. June  
11. Young and Co, St Mildred's court, Poultry  
Holiday, Henry, Liverpool. June 19. Whitley and Maddock, Liver-  
pool  
Holdijer, Joseph, Kirkdale, nr Liverpool. June 19. Whitley and Mad-  
dock, Liverpool  
Hol, James, Bradshaw, Lancashire, Quarry Master. June 20. Hinneil  
and Co, Bolton  
Landon, Rev Edward Henry, Putney, Surrey. June 25. Postaus and  
Landon, South sq, Gray's inn  
Levison, John Abraham, Birmingham, Licensed Victualler. June 12.  
Foster, Birmingham  
Lyons, Rev Samuel, Hempestead Court, Gloucester. June 20. Still and  
Son, New st, Lincoln's inn  
Mansfield, Thomas Hyatt, Doughty st, Mecklenburgh sq. June 24.  
Smith, Lincoln's Inn fields  
Middlehurst, William, Rainford, Lancashire, Farmer. June 1. Barrow  
and Cook, St Helen's  
Millard, Sophia Mary, Lisle st, Leicester sq. June 15. Jameson,  
Verona buildings, Gray's inn  
Padgen, Stephen, Fosom, Surrey. June 24. Ade, Bloomsbury place  
Paine, William, High rd, Kilburn, Farrier. June 9. Smith and Son,  
Furnival's Inn, Holborn  
Penfold, Peter, Ofham, Sussex, Farmer. June 23. Hill and Co,  
Brighton  
Philipps, William, Brighton, Sussex, Stonemason. June 25. Stevens  
and Son, Brighton  
Pickstock, John, Crumpwell, Salop, Gent. July 1. How, Shrewsbury  
Piddock, John, Crowland, Lincoln, Farmer. June 30. Benner and  
Calthorpe, Spalding  
Pratt, Daniel, Bolt court, Fleet st, Publisher. June 8. Fox and Whit-  
tuck, Bishop  
Prentice, John, Lowestoft, Suffolk, Surgeon. June 6. Kent, Norwich  
Putcock, Rev Edward, Monkseachamption, Devon. June 30. Sandys  
and Tremenhe, Chancery lane  
Rhodes, Charles, Preston Brook, Cheshire, Canal Agent. June 7. Day,  
Runcorn  
Salter, Rev John, Iron Acton, Gloucester. July 31. Ray and Bush,  
Bristol  
Stennet, Mary Ann, Revesby, Lincoln. June 4. Dee, Horncastle  
Stone, William Tizard, Wyke Regis, Dorset, Farmer. June 30. Staggall  
and Hooper, Melcombe Regis  
Taylor, Eleanor Arabella, Graham rd, Dulston. June 15. Neal and  
Philpot, Lime st  
Taylor, Jane, Lower Tooting, Surrey. June 20. Lewis and Co, Old  
Jewry  
Wateman, Anne Jane, Erdington, Warwick. June 12. Foster, Bir-  
mingham  
Winder, Frederick William, Bolton, Lancashire, Innkeeper. July 31.  
Watkins and Son, Bolton

## Bankrupts.

FRIDAY, May 11, 1877.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bernal, Joseph, Essex rd, Islington, out of business. Pet May 9.  
Brougham, May 29 at 11  
Peres, David Erskine, Bedford row, Solicitor. Pet May 8. Hazlitt.  
June 4 at 1  
Biggs, John, Grove rd, Bow, Credit Draper. Pet May 8. Hazlitt.  
June 4 at 12.30

Wallace, James Jeffries, Tower st, Lighterman. Pet May 9.  
Brougham. May 29 at 1

## To Surrender in the Country.

Crich, Samuel, Newthorpe, Nottingham, Licensed Victualler. Pet  
May 7. Patchitt, Nottingham, May 23 at 11  
Dewhurst, James Hindle, Manchester, Solicitor. Pet April 30. Lister.  
Manchester, May 28 at 10.30  
Greener, Thomas, Darlington, Durham, Mining Engineer. Pet May 9.  
Archer, Stockton-on-Tees, May 29 at 3  
Hilton, William, Manchester, Tailor. Pet May 8. Hilton, Salford,  
May 30 at 11  
MacKenzie, Charles Henry, Kingston-upon-Hull, Furniture Dealer.  
Pet May 5. Rollit, Kingston-upon-Hull, May 24 at 3  
Newton, John Dennis, Chatteris, Cambridge, Grocer. Pet May 5.  
Gaches, Peterborough, May 22 at 4  
Parry, Francis, Cardiff, Licensed Victualler. Pet May 8. Langley.  
Cardiff, May 23 at 2  
Phillipson, Joseph, William, Great Grimbsy, Painter. Pet May 5.  
Danbrey, Great Grimbsy, May 25 at 10.30  
Rawnsley, Edward, Samuel Scholefield, and Joseph Rawnsley, Brad-  
ford, Staff Manufacturers. Pet May 8. Robinson, Bradford, May  
25 at 9  
Vince, William, Norwich, Tobaccoconist. Pet May 7. Cooke, Norwich,  
May 25 at 12  
Wilson, George, Liverpool, Coffee House Keeper. Pet May 7. Bellinger.  
Liverpool, May 23 at 12

TUESDAY, May 15, 1877.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Dodds, Archibald Tait, Editha st, Stockwell, Builder. Pet May 12.  
Brougham. June 4 at 2  
Ellacott, , Bursted rd, Gordon rd, Peckham, Builder. Pet April  
10. Hazlitt. June 8 at 11  
Layland, Thomas Alexander, East heap, Wine Merchant. Pet May 11.  
Keene. June 1 at 11  
Polsford, Thomas, and Tom Pulsford, Sloane st, Knightsbridge, Drapers.  
Pet May 10. Murray. June 6 at 11.30

## To Surrender in the Country.

Scott, John, Margate, Grocer. Pet May 12. Furley, Canterbury.  
May 29 at 2  
Baldwin, Daniel, Weybridge, Surrey. Pet April 16. Bell, Kingston-  
upon-Thames, June 14 at 3  
Barton, Ann, Carnarvon, Hotel Keeper. Pet May 10. Jones, Bangor,  
May 29 at 11  
Goodwin, Price, Llandowry Cwm, Brecon, Farmer. Pet May 11. Tal-  
bot, Newtown, May 28 at 12.30  
Hanson, John, Great Steeping, Lincoln, Dealer in Bread. Pet May 10.  
Staniland, Boston, May 29 at 12.30

## BANKRUPTCIES ANNULLED.

FRIDAY, May 11, 1877.

Hackett, Richard, Great Dover st, Borough, Bootmaker. May 14

## Liquidations by Arrangement.

## FIRST MEETINGS OF CREDITORS.

FRIDAY, May 11, 1877.

Ahobbot, Prosper, Durrant, Bath, green, Packing Case Maker.  
May 26 at 11 at offices of Wells, Paternoster row  
Allen, Thomas, Boscombe, Lewes, Draper. May 28 at 12 at the Bear  
Hotel, Cliffe, Lewes. Holman  
Armour, Henry Oliver, Euston rd, Upholsterer. May 30 at 3 at the  
Freemasons' Tavern, Great Queen st, Lincoln's Inn fields. Stokes,  
Chancery lane  
Asher, Asher, Newcastle-upon-Tyne, Jeweller. May 24 at 2 at offices  
of Joe's, Newgate st, Newcastle-upon-Tyne  
Astbury, John, Northrop, Flint, Builder. May 24 at 2 at the Queen  
Hotel, Chester. Roper, Mold  
Atkinson, Alfred, Norton, York, Shoemaker. May 25 at 11 at offices  
of Bartliff, Market place, Merton  
Atkinson, Thomas, New Bewell, Northumberland, Brake Proprietor.  
May 24 at 11 at offices of Keenlyside and Forster, Grainger st, west,  
Newcastle-upon-Tyne  
Billett, William, Southampton, Wire Worker. May 22 at 13 at offices  
of Guy, Albion terrace, Southampton  
Blunt, Stephen, Collingtree, Northampton, Machinist. May 24 at 11  
at offices of Becks, Derngate, Northampton  
Boot, William Edward, Wolverhampton, out of business. May 23 at  
11 at offices of Ratcliffe, Darlington st, Wolverhampton  
Bowry, Joseph John, Seven Sisters' rd, Holloway, China Dealer.  
May 25 at 3 at offices of Chipperfield, Trinity st, Southwark  
Bradley, Samuel, Huddersfield, Wine Merchant. May 30 at 11 at offices  
of Berry, Market place, Huddersfield  
Brain, Thomas, Bristol, Pork Butcher. May 23 at 11 at offices of  
Clifton, Corn st, Bristol  
Brough, Robert, Bishopwearmouth, Durham, Engineer. May 23 at  
11 at offices of Tilley, Norfolk st, Sunderland  
Bullock, Thomas, Southampton, Dealer in Petroleum. May 24 at  
12 at the Guildhall Coffee House, King st, Cheapside. Killiby,  
Southampton  
Cadywould, Henry George, Great Yarmouth, Cabinet Maker. May 24  
at 11 at offices of Cow, South Quay, Great Yarmouth  
Carter, William, Marybone lane, Chancery lane  
Cassidy, Michael, Walker, Northumberland, Grocer. May 23 at 2 at offices  
of Joe's, Newgate st, Newcastle-upon-Tyne  
Cawson, Thomas, Everton, Liverpool, Licensed Victualler. May 29  
at 12 at offices of Carrathers, Clayton sq, Liverpool  
Clark, Frederick, and George Smith, Atherton, Warwick, Hat  
Manufacturers. May 23 at 12 at offices of Fowke, Aunst, Birmingham

- Clark, Thomas, Leamington, Draper. May 23 at 2 at offices of Pennock and White, Sweeting st, Liverpool  
 Cousens, Richard William, Swansea, Optician. May 28 at 3 at offices of Tyrrell, Gray's Inn sq, Clarke  
 Cooper, John, Belchamp Walter, Essex, Farmer. May 24 at 12 at the Rose and Crown Hotel, Sudbury. Canham, Sudbury  
 Craig, William Ayre, South Shields, Draper. May 28 at 11 at offices of Jools, Newcastle-upon-Tyne  
 Cutler, Henry, High st, Borough, Hop Factor. May 24 at 2 at the Bridge House Hotel, High st, Borough. Nicol and Co, Lime st  
 De Bosson, Philip, Defoe rd, Stoke Newington, Merchants' Clerk. May 17 at 3 at the London Joint Stock Bank chambers, West Smithfield. Hubbard  
 De Risiphi, Francisco Carlos, Guiford st, Russell sq, Operatic Manager. May 23 at 1 at offices of Wright and Law, High Holborn Drayton, Thomas, West Hartlepool, Hatter. May 23 at 3 at offices of Simpson, Church st, West Hartlepool  
 East, John, Sheffield, Hay Dealer. May 35 at 4 at offices of Gee, Fig Tree lane, Sheffield. Binns, Sheffield  
 Embleton, John, Hebron, Northumberland, Farmer. May 22 at 1 at offices of Webb, Bridge st, Morpeth  
 Embleton, William, Hebron, Northumberland, Farmer. May 22 at 11 at offices of Webb, Bridge st, Morpeth  
 Fal, George Snowden, Loftus, York, Auctioneer. May 17 at 12 at the Station Hotel, Loftus. Teale, Middlesborough  
 Farmer, William, Cullercoats, Northumberland, Hotel Proprietor. May 24 at 1 at the Central Station Hotel, Newcastle-upon-Tyne.  
 Finley and Co, North Shields  
 Farmer, Frederick Samuel, Beccles, Suffolk, Coal Merchant. June 2 at 1 at offices of Culley and Co, Queen st, Norwich. Palmer, Great Yarmouth  
 Ferguson, Alexander Ivie, Trowbridge, Wilts, Tea Dealer. May 24 at 12 at offices of Rowday, Fore st, Trowbridge  
 Ferry, John, Churton st, Pimlico, China Dealer. May 28 at 2 at offices of Irving, Sergeant's Inn, Chancery lane  
 Foley, John, Swanso, Smith. May 23 at 11 at offices of Thomas, York place, Swanso  
 Goscobbe, Edmund, Birmingham, Painter. May 23 at 10.15 at offices of East, Eldon chambers, Cherry st, Birmingham  
 Hardwick, John Henry, North Ormesby, York, Painter. May 22 at 11 at offices of Peacock, Zetland rd, Middlesborough  
 Hargreaves, John, Newchurch-in-Rosedale, Lancashire, Cotton Spinner. May 29 at 3 at offices of Grundy and Kershaw, Booth st, Manchester  
 Hargreaves and Knowles, Newchurch  
 Harrison, Alfred, Dudley, Worcester, Confectioner. May 22 at 11 at offices of Stokes, Priory st, Dudley  
 Hoare, John, Kingston-upon-Hull, Fish Merchant. May 21 at 3 at offices of Pickering, Parliament st, Kingston-upon-Hull. Summers, Hull  
 Hepper, James, Oldham, Tobacconist. May 16 at 12 at offices of Ascroft and Sons, Clegg st, Oldham  
 Hickling, Henry, Basford, Nottingham, Grocer. May 24 at 12 at offices of Clifton, St Peter's chambers, Nottingham  
 Hellingsworth, John, Moss Side, Lancashire, Salesman. June 2 at 4 at the York Hotel, York st, Manchester  
 Holmes, John Henry, Bradford, Top Maker. May 18 at 11 at offices of Singleton, New Booth st, Bradford  
 Hope, Joseph Henry, Birmingham, Watch Manufacturer. May 25 at 3 at the Union Inn, Union st, Birmingham. Jaques, Birmingham  
 Hunt, William, Greenwood rd, Dalton, Mercantile Clerk. May 30 at 3 at offices of Wragg, Great St Helen's  
 Hutchinson, Charles, and John Taylor, Southport, Lancashire, Tailors. May 25 at 2.30 at offices of Gibson and Belland, South John st, Liverpool. Cross and Co, Southport  
 Hutchinson, George, Felling, Durham, Cartwright. May 18 at 2 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne  
 Isaac, Isaac, Gower st, Basford sq, Dealer in Silver Plate. May 22 at 3 at offices of Lewis, Moorgate  
 Jean, Henry Brooks, Norwich, Coal Merchant. May 25 at 3 at offices of Miller and Co, Bank chambers, Norwich  
 Johnson, Ralph, Kidsgrove, Stafford, Miner. May 21 at 2 at offices of Tennant, Cheapside, Hanley  
 Jones, David, Hastings, Builder. May 23 at 3 at offices of Miller and Miller, Sherborne lane, Savery, Hastings  
 Jones, Edwin Richard, Lydbrook, Gloucester, Innkeeper. May 26 at 11 at offices of Jenell, High st, Ross. Williams, Ross  
 Jones, George, Southeron, Gloucester, Farmer. May 23 at 11 at offices of Mullings and Co, Park st, Cirencester  
 Kassel, Henry, Barrow-in-Furness, Builder. May 25 at 2 at the Imperial Hotel, Barrow-in-Furness. Nalder, Barrow-in-Furness  
 Kennard, Robert, Manchester, Grocer. May 30 at 3 at offices of Adleshead and Warburton, King st, Manchester  
 King, Samuel, Ross, Hereford, Musical Instrument Seller. May 26 at 1 at the Inns of Court Hotel, High Holborn. Davies, Ross  
 Ladd, Edward, and James Saunders, Liverpool, Boot Manufacturers. May 24 at 2 at offices of Knowles, Union court, Castle st, Liverpool  
 Lang, David, Worship st, Finsbury, General Merchant. May 19 at 12.30 at the Guildhall Tavern, King st, Cheapside. Mayhew, Walbrook  
 Law, Henry Howe, Market Weighton, York, Plumber. May 24 at 2 at offices of Rollett and Son, Trinity House lane, Hull  
 Lee, James Edward, and Eli Lee, Earlsheaton, York, Blanket Manufacturers. May 24 at 8 at the Royal Hotel, Dewsbury. Walker  
 Marks, Simon, Newcastle-upon-Tyne, Jeweller. May 25 at 2 at offices of Jools, Newcastle-upon-Tyne  
 Marland, Sophia Jane, and Harriet Marland, Walthamstow, Essex, Cotton Thread Manufacturers. May 28 at 11 at offices of Parker, Norfolk st, Manchester  
 Mayhew, Harold, Bourne End, Buckingham, Draper. May 24 at 12 at 145, Cheapside. Clarke, High Wycombe  
 McCulloch, David, Flambstead, Hertford, Miller. May 28 at 3 at offices of Neve, Park st west, Luton  
 Mee, Charles, Beaumont st, Portland place, Grosvenor sq, out of business. May 23 at 12 at offices of Loud, Great James st, Bedford row  
 Meek, William Joseph, Cazenove rd, Stoke Newington, Stationer. May 24 at 2 at the Masons' Hall Tavern, Masons' avenue, Waring, Borough High st  
 Morgan, Thomas, Aberyschan, Mon, Ironmonger. June 1 at 3 at the Queen's Hotel, Newport. Williams, Monmouth  
 Murphy, James, Birmingham, Glass Shade Manufacturer. May 25 at 2 at offices of Redgrave, Quadrant chambers, Birmingham  
 Neale, Joseph, Staunton-upon-Wye, Hereford, Butcher. May 31 at 4 at offices of Corner, High Town, Hereford  
 Newby, William, Curling, Deal, Kent, Grocer. May 24 at 10 at 98, Middle st, Deal. Drew  
 Newell, William, Liverpool, Boot Dealer. May 23 at 2 at offices of City, Lord st, Liverpool  
 Norton, Thomas, Whitechurch, Salop, General Dealer. May 30 at 2 at the Royal Hotel, Crewe. Brooke, Nantwich  
 O'Byrne, Harry Charles, Deford, Worcester, Wine Merchant. May 25 at 3 at offices of Clutterbuck, High st, Worcester  
 Paddison, Charles John, Arkeden, Essex, Esq. May 29 at 12 at offices of Dillon and Co, Chancery lane  
 Palmer, Rev Albert Reynolds, Pengo, Surrey. May 24 at 11 at 145, Cheapside. Curtis, Old Jewry chambers  
 Paxton, Thomas Joseph, Northampton, Boot Manufacturer. May 24 at 3 at offices of Becke, Derngate, Northampton  
 Peacock, James, Huddersfield, York, Auctioneer. May 24 at 11 at offices of Armitage, Lord st, Huddersfield  
 Pearson, Arran, Vine court, Whitechapel, Cotton Dealer. May 22 at 2 at the Guildhall Coffee House, Gresham st. Robinson and Preston, Lincoln's Inn fields  
 Perth, Right Hon. George Drummond, Earl of Bryanton esq. May 26 at 1 at the Masons' Hall Tavern, Masons' avenue, Basinghall st, South, Gresham House, Old Broad st  
 Pike, John, Oxford, Confectioner. May 24 at 12 at offices of Bickerton's St Michael's Chambers, Ship st, Oxford  
 Rackstraw, Frederick, Chepping Wycombe, Buckingham, Chair Stuff Maker. June 1 at 3 at offices of Rawson, Church sq, High Wycombe  
 Rhodes, Joseph, Bradford, Clothier. May 22 at 2 at offices of North and Sons, East Parade, Leeds  
 Ridley, John Smith, Ashmore, Derby, Coal Merchant. May 25 at 10.15 at offices of Holland and Kirby, Market place, Derby  
 Riley, Mary Ann, and George Denton Riley, Huddersfield, York, Wood Turners. May 24 at 3 at offices of Learoyd and Co, Buxton rd, Huddersfield  
 Robinson, Alfred, Stratford-upon-Avon, Warwick, Fishmonger. May 24 at 11.30 at the Falcon Tavern, Stratford-upon-Avon, Lane, Stratford-upon-Avon  
 Robinson, David, Paglesham, Essex, Carpenter. May 25 at 11 at the King's Head Inn, Rochford. Wood and Son, Rochford  
 Rowley, James, Colby rd, Upper Norwood, Engineer. May 24 at 3 at offices of Butcher, Cheapside  
 Salmon, Samuel, Cymer Maesteg, Glamorgan, Innkeeper. May 31 at 12.30 at offices of Leyson, Bridge st, Neath  
 Sandy, John Henry, Cooper's rd, Old Kent rd, Electrician. May 22 at 3 at offices of Chipperfield, Trinity st, Southwark  
 Sergeant, Thomas, Hanley, Stafford, Butcher. May 17 at 11 at offices of Tennant, Cheapside, Hanley  
 Saunders, John, Calstock, Cornwall, Carpenter. May 23 at 12 at offices of Bridgeman, Church lane, Tavistock  
 Schmidt, Christian, Liverpool, Licensed Victualler. May 23 at 3 at offices of Lupton, Harrington st, Liverpool  
 Sevage, John, Worcester, Provision Dealer. May 25 at 3 at offices of Pitt, The Avenue, Cross, Worcester  
 Sharp, William, Liverpool, Merchant. May 28 at 2 at offices of Gibson and Bolland, South John st, Liverpool. Dodge and Phipps, Liverpool  
 Shaw, Herbert, Bradley Heath, Stafford, Boot Manufacturer. May 25 at 2 at offices of Willcock, Queen st, Wolverhampton  
 Shrimpton, Samuel, Oxford st, Stepney, Hair Dresser. May 26 at 4 at offices of Nind, Arbou st, East, Stepney  
 Sleeman, Francis, Launceston, Cornwall, Butcher. May 23 at 3 at offices of Bridgeman, Church lane, Tavistock  
 Smith, Thomas, Tow Law, Durham, Licensed Victualler. May 30 at 12 at Carr's Half Moon Hotel, Durham  
 Stamper, Willerton, Louth, Lincoln, Miller. May 23 at 3 at offices of Wood, New st, Chambers, Louth  
 Suckling, Samuel, King's Norton, Worcester, Agent. May 21 at 11 at offices of Rowlands, Ann st, Birmingham  
 Summer, James, Ashton-under-Wharfedale, Lancashire, Shopkeeper. May 25 at 11 at offices of Byron, King st, Wigton  
 Taylor, James, Bury, Lancashire, Baker. May 23 at 3 at offices of Anderson, Garden st, Bury  
 Taylor, Richard, Corn Exchange, Corn Factor. May 25 at 3 at offices of Bolton, Gray's inn sq  
 Thomas, David, Cymer, Pontypridd, Glamorgan, Mining Engineer. May 24 at 1 at the New Inn Hotel, Pontypridd. Grover and Grover  
 Thomas, John, Llandovery, Carmarthen, Watchmaker. May 29 at 11 at offices of Clarke, Waterlow st, Birmingham  
 Thomas, John, Portardaway, Glamorgan, Spinner. May 24 at 3 at offices of Woodward, Wind st, Swanso  
 Tucker, Joseph Peter, Southampton, China Merchant. May 23 at 3 at Southampton buildings, Holborn, Shute, Southampton  
 Turner, Edward, son, Finchfield, Essex, Dealer. May 25 at 2 at the Red Lion Inn, Finchfield, Essex. Cardinal, Halestead  
 Turner, John, Gloscester, Derby, Agent. May 23 at 3 at offices of Brown and Ainsworth, St Peter's, Stockport, Cheshire  
 Vickers, Welfred, Stanningley, Leeds, Butcher. May 22 at 3 at offices of Pullan, Bank chambers, Park row, Leeds  
 Villiers, Robert Edwin, Westminster bridge rd, Music Hall Proprietor. May 31 at 2 at the Cannon st Hotel, Pottersgate, Wakefield  
 Ward, William, Sheffield, Butcher. May 24 at 3 at offices of Branson and Son, Bank st, Sheffield  
 Webster, John, Bolton, Lancashire, Tobacconist. May 23 at 3 at offices of Scowcroft, Town Hall sq, Bolton  
 Wheeler, Richard, jun, Hereford, Hay Merchant. May 24 at 11 at offices of James and Bodenham, St Peter st, Hereford  
 White, William, Palley rd, West Ham, Essex, Builder. May 18 at 3 at offices of Chipperfield, Trinity st, Southwark  
 Whitefield, John, Strood, Kent, Engineer. May 26 at 13 at the Dover Castle Hotel, Globe lane, Chatham. Wymond, Chatham  
 Wilson, James, Joseph Barratt Wilson, and Charles Roberts, Rhenish, nr Ruthin, Denbigh Brick Company. May 24 at 11.30 at offices of Lloyd, Well st, Ruthin

Wraith, Thomas, Newcastle-upon-Tyne, Innkeeper. May 25 at 11 at offices of Keenlyside and Forster, Grainger st west, Newcastle-upon-Tyne  
Wright, John, Sheffield, Wood Turner. May 23 at 12 at offices of Stacey, Castle chambers, High st, Sheffield  
Yeo, William, Comber Martin, Devon, Coal Merchant. May 25 at 12 at offices of Thorne, Castle st, Barnstaple

TUESDAY, May 16, 1877.

Aliebin, Charles Edward, West Malling, Kent, Plumber. May 29 at 2.15 at offices of Norton and Son, Earl st, Maidstone  
Armitage, Jacob, Bradford, Carver. May 30 at 4 at offices of Atkinson, Tyrell st, Bradford  
Aspinall, Thomas, Leeds, Woollen Merchant. May 28 at 12 at offices of Rook and Midgley, White Horse st, Boar lane, Leeds  
Atkins, William Henry, Birmingham, Jeweller. May 29 at 3 at offices of Jacques, Cherry st, Birmingham  
Atkinson, Ralph, Walker, Northumberland, Grocer. May 30 at 2 at offices of Joels, Newcastle st, Newcastle-upon-Tyne  
Axford, John, Bristol, Commission Agent. May 28 at 12 at offices of Benson and Thomas, Broad st, Bristol  
Bailey, Henry, Southampton, out of business. June 3 at 12 at offices Guy, Albion terrace, Southampton  
Bailey, John, Market Bosworth, Leicester, Plumber. May 28 at 3 at offices of Wright, Belvoir st, Leicester  
Brett, Edward, Peachey, Star terrace, St Anne's hill, Wandsworth, Cricketting Outfitter. May 28 at 3 at offices of Marreco and Gilbert, Clement's inn, Strand. Hodding, St Mildred's court, Poultry  
Brigham, William, Berwick-upon-Tweed, Tailor. May 25 at 11 at offices of Dunlop, Quay Walls, Berwick-upon-Tweed  
Brown, Archibald, and John Macgregor, Newcastle-upon-Tyne, Drapers. May 26 at 11 at the Cannon st Hotel, Middlemass, Alnwick  
Brown, Thomas, Brecon, Grocer. May 26 at 2 at offices of Bishop, Wheat st, Brecon  
Brown, William, Langley Mill, Derby, Grocer. May 29 at 11 at offices of Lee, Jun, Middle pavement, Nottingham  
Bunwell, William, George Bannister, George Thomas Charles Bannister, and Jonas Bushell, Aston-juxta Birmingham, Contractors. May 24 at 11 at offices of Saunders and Bradbury, Temple Row, Birmingham  
Butler, William, Hastings, Lodging House Keeper. May 25 at 12 at the Havelock Hotel, Hastings. Langham and Son, Hastings  
Carvel, James, Leeds, Waste Dealer. May 28 at 11 at offices of Booth and Co, East Parade, Leeds  
Carr, Charles, Colville terrace east, Bayswater, Commission Agent. May 29 at 12 at offices of Sampson, Marylebone rd  
Clark, Robert, Bristol, Livery Stable Keeper. May 30 at 12 at offices of Beckington, Broad st, Bristol  
Clarke, John, Mornington rd, Regent's park, Comedian. May 23 at 3 at offices of Peartoun and Semple, Leicester sq  
Coker, David, Chepping Wycombe, Bucks, Chimney Sweep. June 8 at 3 at offices of Rawson, Church sq, High Wycombe  
Collard, Thomas White, Bromfield, Kent, Farmer. June 5 at 1 at the Fleur-de-lis Hotel, Canterbury. Lee, Sandwich  
Cook, William, Cleveland, York, Photographer. May 29 at 11.30 at offices of Parkinson, Pickering  
Cullimore, James, Rangeworthy, Gloucester, Hay Dealer. May 23 at 11 at offices of Essex, Guildhall, Broad st, Bristol  
Day, Robert Webberley, Longton, Stafford, Grocer. May 24 at 11 at offices of Welch, Caroline st, Longton  
Downing, Edward, Fareham, Hants, Draper. May 28 at 12 at 145, Cheapside, Ford, Portssea  
Dunn, William, Jesmond, Northumberland, Publican. May 24 at 12 at offices of Stanford, Collingwood st, Newcastle-upon-Tyne  
Elliott, John King, Stapleford, Sussex, Leather Dresser. June 6 at 2 at offices of Coburn, Leadenhall st  
Garrison, Charles, Cheltenham, Gloucester, Chinaman. May 28 at 3 at offices of Pruen, Regent st, Cheltenham  
Gooch, Alfred, and Charles Gooch, Herford, Gunsmiths. May 30 at 11 at offices of Wedlake and Letts, Mire court, Temple, Foster, Ware  
Good, John Sixty, Lower Phillimore place, Kensington, Dentist. June 7 at 4 at offices of York, Warwick st, Regent st  
Gunning, Clinton, Hartlepool, Draper. May 28 at 12 at offices of Todd, Town Wall, Hartlepool  
Hall, George, Barrow-in-Furness, Clogger. May 29 at 2 at the Imperial Hotel, Cornwallis st, Barrow-in-Furness, Nalder, Barrow-in-Furness  
Hall, John, Redcar, York, Innkeeper. May 29 at 11 at offices of Garbutt and Fawcett, Finkle st, Stockton-on-Tees  
Hardham, Henry John, Landport, Hants, Petate Dealer. May 20 at 11.30 at 21, St Thomas' st, Portsmouth. Ford and Son  
Harris, Thomas, Pontarddulais, Glamorgan, Coal Merchant. May 22 at 11.30 at offices of Williams, Abbey terrace, Llandilo  
Henderson, Hodgson, Stockton-on-Tees, Jeweller. May 29 at 12 at offices of Thompson, High st, Stockton-on-Tees. Trotter, Stockton  
Harry, Joseph, Redcar, York, General Dealer. May 23 at 12 at the Stork Hotel, Old sq, Birmingham. Garbutt and Fawcett, Stockton-on-Tees  
Holmes, Charles, Maldon, Essex, Coal Dealer. May 29 at 11 at offices of Crick and Freeman, Gate st, Maldon  
Howlett, Charles, Suesthame, Norfolk, Perfumer. May 24 at 12 at offices of Boloc, New Conduit st, King's Lynn  
James, James, Yorkley Side, Gloucester, Builder. May 28 at 2.30 at the Bell Hotel, Gloucester. Taynton and Son, Gloucester  
Jennings, Angus, and Gilbert Delahay Jennings, Gracechurch st, Merchant. May 29 at 2 at offices of Redpath and Holdsworth, Bush Lane  
Joel, Harry, Birmingham, Jewellers' Factor. May 28 at 3 at offices of Jacques, Cherry st, Birmingham  
Jones, George Newsam, Cornhill, Marine Insurance Broker. June 4 at 3 at offices of Maynard and Co, Queen Victoria st. Rogers and Grove  
Jones, Sarah, Wallington, Surrey. June 5 at 3 at the Greyhound Hotel, Gray, Gresham st  
Lewson, Horatio, West Houghton, Lancashire, Joiner. May 28 at 11 at offices of Wright and Appleton, Leader's buildings, King st, Wigan

Lee, Samuel, Dewsbury, York, Wool Merchant. May 30 at 3 at offices of Shaw, Bond st, Dewsbury  
Lewis, John, Llanrhaeadr, Mon., Wood Dealer. May 28 at 12 at the Castle Hotel, Usk. Gardner  
Lilly, Robert, Camden terrace, Peckham rd, Commission Agent. May 25 at 2 at offices of Howes, Red Lion sq, Holborn. Morris Lundstrom, Albin, West Hartlepool, Durham, Commission Broker. May 19 at 10.30 at offices of Wilkinson, Zetland rd, Middlesborough  
Lyner, Matthew Daniel, Manchester, Professor of Music. May 28 at 11 at offices of Ritson and Grundy, Cross st, Manchester  
Madison, Jane, Chevington Colliery, Northumberland, Grocer. May 24 at 12 at offices of Purdy, Bridge st, Morpeth  
Mallandaine, John Elliot, Weymouth st, Portland place, Musical Composer. May 28 at 4 at offices of Teas, Lincoln's Inn Fields  
Mannheim, Marx, Liverpool, Jeweller. May 29 at 3 at offices of Nordon and Mason, Victoria st, Liverpool  
Marsh, William, Nottingham, Stonemason. May 30 at 12 at offices of Richards, Weekday cross, Nottingham  
McLaren, Charles Burnet, Manchester, Trimming Merchant. June 1 at 3 at offices of Addleshaw and Warburton, King st, Manchester  
Milbourne, Henry, Binseg, Somerset, Farmer. May 29 at 3 at the Hare and Hounds Hotel, Shepton Mallet. Hobbs, jun, Wells Mills, James Peter, Littleborough, Lancashire, Wheelwright. May 26 at 11 at offices of Roberts, John st, Rochdale  
Murrell, John, and Thomas Edward, Crisfield, Bread st, Commission Agents. May 29 at 12 at offices of Phelps and Co, Gresham st  
Myall, William, Jun, Longton, Stafford, Draper. May 24 at 12 at offices of Welch, Caroline st, Longton  
Newell, William, Liverpool, Boot Dealer. May 28 at 3 at offices of Eddy, Lord st, Liverpool  
Newman, Joseph, Norfolk terrace, Westbourne grove, Glass Cutter. May 28 at 1 at offices of Sampson, Marylebone rd  
Nodder, Thomas William Farr, Plymouth, Devon, Outfitter. May 24 at 11 at offices of Bridgeman, Princess sq, Plymouth  
Nosster, George John, Warwick, Salesman's Clerk. May 30 at 12 at the Crown Hotel, Leamington, Beale and Co, Birmingham  
Palmer, Joseph, Brentford, Middlesex, Grocer. May 29 at 2 at 4, Arthur st east, London bridge. Carter and Bell, Eastcheap  
Payne, Henry Adolphus, Birmingham, Paper Hanger. May 25 at 3 at offices of Walter, Ann st, Birmingham  
Pope, Christopher William, Shuthonger, Twynings, Gloucester, Coal Merchant. May 25 at 10 at offices of Smith, Regent st, Cheltenham  
Powell, Edward William, New Brantford, Middlesex, Tailor. May 23 at 3 at offices of Lay and Scott, Market place, New Brantford  
Pratt, Abraham Newton, Colehill Heath, Warwick, Farmer. June 1 at 11 at offices of Blowitt, Waterloo st, Birmingham  
Rattenbury, Richard, Bristol, Boot Dealer. May 25 at 2 at offices of Sibly, Exchange west, Bristol  
Reeves, John, Penton place, Newington, Director of Public Entertainments. May 23 at 4 at offices of Popham, Vincent terrace, Islington  
Roberts, William, Pembrey, Carmarthen, Ironfounder. June 5 at 11 Rees, Thomas st, Llanelli  
Rose, Samuel, Godmanchester, Huntingdon, Horse Dealer. May 29 at 2 at the George Hotel, Huntingdon. Sergeant, Ramsey Rowlands, Hugh, Carnarvon, Builder. May 29 at 2 at the British Hotel, Bangor. Jones and Roberts, Carnarvon  
Seville, George, Worcester, Licensed Victualler. June 1 at 3 at offices of Pitt, the Avenue, Craven, Worcester  
Shaw, John, Hardinge street, Northampton, Auctioneer. June 5 at 12 at offices of Jeffery, Newland, Northampton  
Smith, Thomas, Leicester, Newland, Northampton  
Belvoir st, Leicester  
Soulby, John White, Gateshead, Durham, Cartman. May 24 at 2 at offices of Keenlyside and Forster, St John's chambers, Grainger st west, Newcastle-upon-Tyne  
Stanley, Alfred James, Upper Kemington lane, Cheesemonger. May 26 at 11 at offices of Jonas, Mitre court, Temple  
Stevens, Augustus John, Percival, Poultry Market, Provision Salesman. May 29 at 3 at the Guildhall Tavern, Gresham st. Hubbard Taplin, John James, Hounds, West Auckland, Durham, Brewer. May 29 at 2.30 at Abbott's Hotel, York. Hutchinson, Bishop Auckland  
Tranter, William, Darlaston, Stafford, Beerhouse Keeper. May 26 at 11 at offices of Slater and Marshall, Butcroft, Darlaston  
Tudor, John, Trefeglwys, Montgomery, Builder. May 26 at 11 at offices of Williams and Co, The Bank, Newtown  
Waite, Bennett, Chesterfield, Derby, Tau or. May 28 at 12 at offices of Black, Church lane, Chesterfield  
Walker, William Henry, Manchester, Merchant. May 31 at 3 at offices of Addleshaw and Warburton, King st, Manchester  
Williams, Charles, North Petherton, Somerset, Carpenter. May 28 at 12 at offices of Chapman, King sq, Bridgewater  
Williams, Evan Morgan, Llanelli, Carmarthen, Licensed Victualler. May 21 at 3 at the Atheneum, Llanelli. Jones, Llanelli  
Wood, William Randal, Bridge Wharf, Battersea, Sack Maker. May 28 at 2 at the Bridge Hotel, London bridge. Arnold, Southwark

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